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| 1.4 | 6.0 | |
| Item | 22 | |
| 1000111 | 2.6 | 1267 |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

| SUBJECT: Satisfactions Of Second Mortgage - Early Release (9) |
|---|
| DEPARTMENT: Planning & Development DIVISION: Community Resources AUTHORIZED BY: Donald Fisher CONTACT: Annie Knight EXT. 7384 |
| Agenda Date 01/13/2004 Regular Consent Work Session Briefing Public Hearing - 1:30 Public Hearing - 7:00 |
| MOTION/RECOMMENDATION: Approve and authorize the Chairman to execute nine Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program. |

BACKGROUND:

On December 29, 1997 Seminole County assisted Suzanne Wilson with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Suzanne Wilson resided in the house for a ten year period. However, Suzanne Wilson breached the mortgage agreement by submitting a written request to satisfy the mortgage on her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Suzanne Wilson did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Suzanne Wilson.

On May 24, 1996 Seminole County assisted Phyllis A. Ehrenreich and William J.

Ehrenreich with down payment assistance in the amount of \$7,700.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Phyllis A. Ehrenreich and William J. Ehrenreich resided in the house for a ten year period. However, Phyllis A. Ehrenreich and William J. Ehrenreich breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan

Reviewed by
Co Atty:
DFS:
Other:
DCM:
CM:

File No.-cpdc01

forgiveness policies shall apply. The current HUD policy limits the loan forgiveness

period to five years. Phyllis A. Ehrenreich and William J. Ehrenreich did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Phyllis A. Ehrenreich and William J. Ehrenreich.

On August 27, 1998 Seminole County assisted Noemi Ortiz with down payment assistance in the amount of \$8,863.63 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Noemi Ortiz resided in the house for a ten year period. However, Noemi Ortiz breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Noemi Ortiz did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Noemi Ortiz.

On March 31, 1998 Seminole County assisted Henry Jones with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Henry Jones resided in the house for a ten year period. However, Henry Jones breached the mortgage agreement by selling his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Henry Jones did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Henry Jones.

On March 14, 1996 Seminole County assisted Juanita D. Williams and Lynn Williams, Sr. with down payment assistance in the amount of \$3,151.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Juanita D. Williams and Lynn Williams, Sr. resided in the house for a thirty year period. However, Juanita D. Williams and Lynn Williams, Sr. breached the mortgage agreement by applying to refinance their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Juanita D. Williams and Lynn Williams, Sr. did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Juanita D. Williams and Lynn Williams, Sr..

On April 2, 1998 Seminole County assisted Albert D. and Angela Welborn with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Albert D. and Angela Welborn resided in the house for a ten year period. However, Albert D. and Angela Welborn breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Albert D. and Angela Welborn did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Albert D. and Angela Welborn.

On July 10, 1995 Seminole County assisted Nicholas D. and Yong H. Defiore with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Nicholas D. and Yong H. Defiore resided in the house for a five year period. However, Nicholas D. and Yong H. Defiore breached the mortgage agreement by applying to refinance their home prior to this five year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Nicholas D. and Yong H. Defiore did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Nicholas D. and Yong H. Defiore.

On January 15, 1998 Seminole County assisted Jeffrey E. Merthie with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Jeffrey E. Merthie resided in the house for a ten year period. However, Jeffrey E. Merthie breached the mortgage agreement by applying to refinance his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Jeffrey E. Merthie did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Jeffrey E. Merthie.

On February 12, 1998 Seminole County assisted Rodrigo Sanchez with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Rodrigo Sanchez resided in the house for a ten year period. However, Rodrigo Sanchez breached the mortgage agreement by selling his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Rodrigo Sanchez did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Rodrigo Sanchez.

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated December 29, 1997, and recorded in Official Records Book 3351, Pages 0629 through and including 0633, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Note"), dated December 29, 1997, and recorded in the Official Records Book 3351, Pages 0637 through and including 0639, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 23, 1997, recorded in Official Records Book 3351, pages 0634 through and including 0636, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 238 Colony Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LEG LOT 65 COLONNADES, 3RD SEC PB 16 PG 55
Public Records of Seminole County, Florida
(Parcel Identification No.: 04-21-30-510-0000-0650)

and also described in Exhibit "A" to the Mortgage as: LOT 65, THE COLONNADES, THIRD SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") were made by Suzanne Wilson, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property before December 29, 2007; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

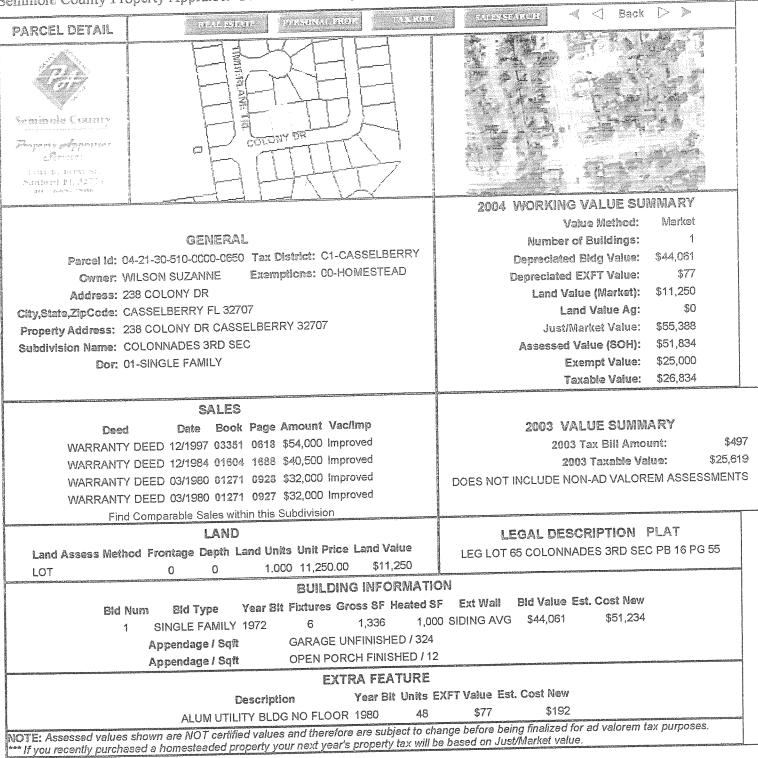
WHEREAS, the Owner has requested the mortgage to be satisfied on her house within the ten (10) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Seminol be executed this day of | e County has caused these presents to, 20 |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | As authorized for execution by the Board of County Commissioners at their, 20 regular meeting. |
| County Attorney AS/lpk 12/9/03 Satisfaction of mortgage-wilson | |



BACK PROPERTY APPRAISER CONTACT
HOME PAGE

Request Pay off on attached mortgage. If you have any question, please feel free to contact me Georganne Wilson 238 Colony Drive Cassel Garry, 7d 35707

98

MARYANNE MORSE BLERK OF CIRCUIT COURT

SEMINOLE COUNTS FLORING

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of by and between Suzanne Wilson, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATIN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5

RECORDED & VENT

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the public amount shall be immediately due violated, a default shall be declared, and the public amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgaget shall repay the loan amount of Thisse IN LESS THAN TEN (10) YEARS. Mortgaget shall repay the loan amount of Thousand Five Hundred dollars and CO/100(\$3,\$50.00) to Mortgaget in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

| these presents the day and year first above write | AL A |
|---|--|
| LOUIS A. SUTHERCAND | Duganne Wilson |
| Print Name: 2 1 1 1 | Print Name: Suzanne Wilson |
| Locis G. Selleuterel | 238 Colony Dr. Casselbarry Fl 32707 |
| Prim Name: Hearner Stephen | s Sqint Name: |
| Homestopes | |
| Print Name: | Print Name: |
| | |
| Print Name: | Print Name: |
| | |

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 2 day of 1997
before me, an officer duly authorized in the State aforciaid and in the County aforesaid
to take acknowledgments, personally appeared who executed the foregoing instrument and who
and who executed the same and are personally known
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public Serial Number

Commission Expires:

E SUBLEY

LOUIS A, SUTHERLAND.
My Comm Etp. 11/11/2000
Bonded By Sandce Ins
No. CC600178
[] Personally Known [] Other I.D.

SEMINOLE CO. FL

4 of 5

7/29/97 notemitg.doc

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 65, THE COLOMBADES, THIRD SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 55, PUBLIC RECORDS OF SEMINOLE COUNTY, PLORIDA

OFFICIAL RECORRES 3751 0630 SEMINOLE CO. FL

5 of 5

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7/29/97 notemtg.doc

SEMINOLE COUNT home program Homebuyer program assistance agreement

| Applicant(s): Suzanne Wilson |
|--|
| Property Address: 238 Colony Drive, Casselberry, FL 32707 |
| |
| This Agreement is emered into this 23rd day of October 19 ⁹⁷ by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street. Sanford, Florida, 32771 (hereinafter "COUNTY") and Suzanne Wilson, a single person, |
| Saniora, Piorica, 32771 (less chillings) (hereinafter "HOMEBUYER"). |

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinaster "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WITNESSETH:

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient Greater Seminole County Chamber of Commerce and meet the organization hereby known as requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$8,100.00 the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

PROJECT REQUIREMENT

Fn:\manual\homeprgm

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (30%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

8/6/97

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| The HOMEBUYER my the property, insurance, during the term of affice willity. | including payment opr | 'Acs and homeowners |
|--|-----------------------|---------------------|
| 6 HOUSING AND QUALITY STANDARDS | | |

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

| ted. | | | 图 Not Applicable (one unit) |
|------|---|-------------------------------------|---------------------------------------|
| a) | Equal opportunity and fair housing | | 4 |
| b) | Environmental review | ☐ Applicable | Not Applicable |
| c) | Displacement, relocation and acquisition | | the same have down |
| | Not Applicable (activity funded is assistance on a newly constructed unit; occurred pursuant to Federal rules). | downpayment, c therefore no disp | placement, relocation and acquisition |

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

Lead paint

Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

- Conflict of Interest no conflict found
- Disbarment and suspension not applicable
- Flood insurance
- h) Executive Order 12372 not applicable.

AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

8/6/97

| | | · · | | - 7 |
|----|---------|-----|-----|-----|
| 2. | RECORDS | AND | , O | |

The COUNTY and HOMEBUYER shall complete all reports and maintain decumentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the and of the affordability term.

enforcement of the agreement

The loan shall be evidenced by a Promissory Mote and secured by a Mortgage on the property. Pailure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells[7] This Agreement shall be in effect until the first of the following events counts. (5) transfer, bankruptcy or transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower foreclosure); dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

| • | Since | A company of the comp |
|--|----------------------------------|--|
| | Gary E. Kaiser | County Manager |
| WIINESS: | 19 look | |
| Mars Markaria | Date: | 2 |
| 2/1/2/1/2/10 | | |
| WITNESSES & TO HOMEBUYER(S): | HOMEBUYER | e A |
| Carl Barrer | Juranne Ul | lgon |
| Ulham) | 7 | |
| Alphonso Parnes | | No france in the later warmer and the later |
| Daniel L. Montesi | Date: 10/23/97 | |
| panier L. montees | Date: | |
| The state of the s | | |
| notary as to homebuyer(s): | | |
| SEMINOLE COUNTY, FLORIDA | | |
| and the property of the proper | | |
| STATE OF FLORIDA) | | |
| COUNTY OF SEMINOLE | _ | O-tohor 100 7 |
| The foregoing instrument was acknowledged be- | fore me this 23rd day o | fOctober , 199 7 , |
| cuanna Wilson . Who | is personally known to me or who | has produced FIOLIGA |
| Oy | | |
| Driver's <u>license</u> as identification. | | |
| | Jemes A. Ner | ซ้องน้ |
| fine 1 miss | A NY COMMISSION A CCSO | eogo expires |
| James A. Montesi | October 22, 2 | . 000 |
| Print Name FAMAUS A. MONTES 4 | All and a second | |
| Notary Public in and for the County and State Aforemen | ntioned. | |
| Notary Public in and for the County and built me | es es | *. |
| My commission expires: 243er 22, 30 | | |
| TATA CONSTITUTION - L | | |

Seminola County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

| AMOUNT: | \$3.50 <u>0</u> | Œ. |
|---------|-----------------|----|

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) To promises to pay Seminole County ("The County"), a political subdivision of the Sate of Enorida, or order, the manner hereinafter specified, the sum of Three Thousand Five, Hundred dollars and 60/100 (\$3,\$40.60). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and period of ten (10) years, beginning on the date of execution of this Note and manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

7/29/97 notemig.doc THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

S.H.L.P. HOMEBUYER ASSISTANCE

PROGRAM - ATTN: SHARON SELF

4599 S. US HWY 1

CASSELBERRY, FL 32707

- The sale, transfer or refinancing of the subject home and real property, within ten
 (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

| IN WITNESS WHEREOF, the said Mortga presents the day and year first above written. | gor has hereunto signed and scaled these | SEMIN | رد 20 10 | ROOK |
|--|--|-----------------|----------------|----------------|
| Print Name: LOUTS of SUTHERLAND | Print Name: Suzanne Wilson Augune Wilson | SEMINOLE CO. FL | 0639 | |
| Print Name:d | Print Name: | nariono | | |
| Frint Name: | Print Name: | | | |
| Print Name: | Print Name: | | | |
| acknowledge before me that he/she/they exect to me or have produced did not take an oath. WITNESS my hand and official seal in the seal i | the executed the foregoing instrument and uted the same and are personally known as identification and w | d who d | 0 | and the second |

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated May 24, 1996, and recorded in Official Records Book 3079, Pages 1114 through and including 1118, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00) (the "Note"), dated May 24, 1996, and recorded in the Official Records Book 3079, Pages 1119 through and including 1121, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 6, 1996, recorded in Official Records Book 3079, pages 1122 through and including 1124, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 118 Upsala Road, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEG LOT 4 TEE N GREEN ESTATES PB 13 PG 43
Public Records of Seminole County, Florida
(Parcel Identification No.: 33-19-30-501-0000-0040)

and also described in Exhibit "A" to the Mortgage as Lot 4 TEE 'N GREEN ESTATES, according to the plat thereof as recorded in Plat Book 13, Page 43, of the Public Records of Seminole County, Florida.

(the "Property,") were made by Phyllis A. Ehrenreich, a married woman, and William J. Ehrenreich, husband, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property before May 24, 2026; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have requested the mortgage to be satisfied on their house within the thirty (30) year period but did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

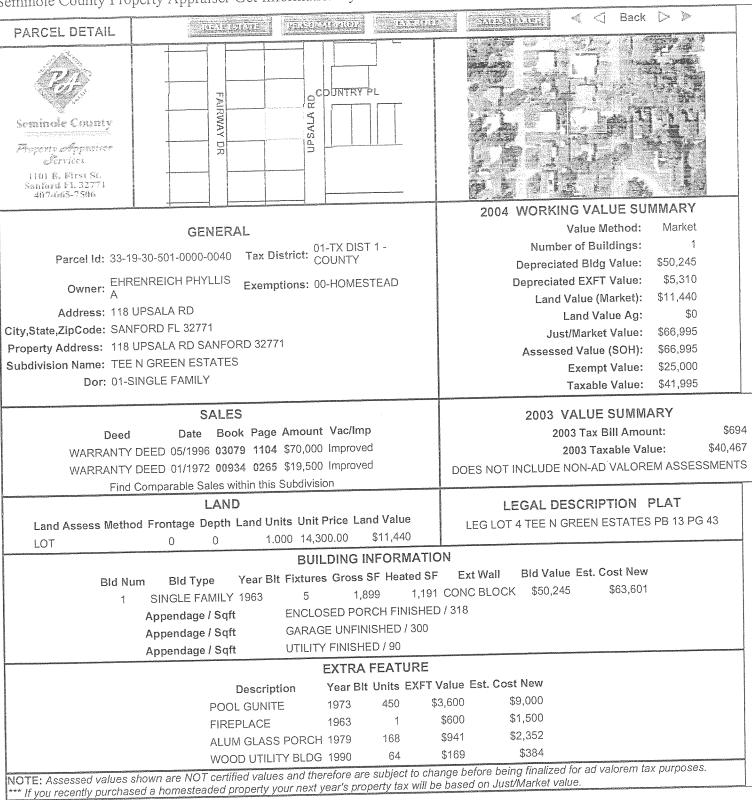
NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| Clerk of Circuit Court to ca | |
|--|---|
| IN WITNESS WHEREOF, Set be executed this day of | minole County has caused these presents to, 20 |
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | By: DARYL G. MCLAIN, Chairman |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | DARYL G. MCLAIN, CHAIRMAN Date: |
| For the use and reliance of Seminole County only. | As authorized for execution by the Board of County Commissioners at their, 20 |
| Approved as to form and legal sufficiency. | regular meeting. |
| County Attorney AS/lpk | |

12/9/03

Satisfaction of mortgage-ehrenreich





RECORD AND

*** ESCROW FILE#: KT# 38782 RH/VSW & LAH ==* PAINTER -co- ENRENBEICH

Seminolo County Homeownerskip Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the _day of __Hay 199 6 by and between Phyllis A Enrenreich, a and WILLIAM J. EXEMPLICH, hisbard hereinafter referred to the "Mortgagor" and Seminole markied County, a political subdivision of the State of Florida, whose address is 1101 East First woman Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mongagor" and "Mongagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

consideration of the aggregate sum named in the Second Mortgage Note of even date-

herewith (\$ 7,700.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in

WITNESSETH, that for good and valuable consideration, and also in-

CLEAN OF CIRCUIT LOURT

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments co and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly selzed of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as afcresald; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mongagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program COPP

Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, Fl 32707

TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

THIS MORTGAGE IS GIVEN TO SEMINOLE

COUNTY AND IS EXEMPT FROM PAYMENT

OF INTANGIBLE PERSONAL PROPERTY

Seminole County, Florida, viz.:

E FALLSHIJALION THIO)

Description: Seminole, FL Document-Book. Page 3079.1114 Page: 1 of 11)rder: 100313922 Comment:

> 4072827217 J1/15/2003 13:10



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit. commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mongage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mongagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

(E FINANUALUNYAD)

74.544

Description: Seminole, FL Document-Book. Page 3079.1114 Page: 2 of 11 Order: 100313922 Comment:

JJ/JS/S003 J3:J0 40/S82/SJ/ EXBERS FINANCIAL



| 7 | (check applicable) ten (1 X thirty (30) years (If used Second Mortgage shall be forgiven in Seminale County, Florida. Should this shall be declared, and the entire amout FULL AMOUNT OF THE SECOND MOIF THE SALE, LEASE, TRANSFER TEN (10) YEARS. (30) YEARS AFTER EXECUTION OF loan amount of Seventy Seven Hundred | and 00/00 dollars (\$ 7,700.00) to Mortgagee in provided in the recapture provisions of the | 3079 1116 |
|---|--|--|-----------|
| { | this land, subject to the notification and a | Mortgagor has hereunto signed and sealed_ | |
| | Print Name; | | |
| | Print Name: | | |

Description: Seminole, FL Document-Book, Page 3079, 1114 Page: 3 of 11 Order: 100313922 Comment:

PAGE NOVIS

IC PARAMANAMINATED)

4072827217 11/15/2003 13:10



Seminols County Homeownership Assistance Program

STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 24th May _ day of __ before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PHYLLIS A. EHVENREICH a married woman and WILLIAM J. EHRENREICH, husband, who executed the foregoing instrument and who acknowledge before me that bedspe/they executed the same and are personally known as identification and who did/ to me or have produced their drivers licenses did not take an oath. WITNESS my hand and official seal in the County and State last/aforesaid. RUSSELL HEINLE MY COUNCION & CO 22246 PAYRED: Way 10, 1887 DUGAR THU KITSY PARK UNITED TO DUGAR THU KITSY PARK UNITED TO ROSSELL HEINCE Notary Public CC 282646 Serial Number Commission Expires: 05/16/97

(2 constituted extend)

Description: Seminole, Fi Decument-Book. Page 3079.1114 Page: 4 of 11 Order: 100313922 Comment:

Seminols County Homeowerskip Heristanes Program



EXHIBIT "A"

LEGAL DESCRIPTION

OFFICIAL RECORDS PAGE
3079 1118
SENIMOLE CO. FL.

Loz 4, TEE'N GREEN ESTATES, according to the plat thereof as recorded in Plat Book 13. Fage 43, of the Public Records of Seminole County, Florids.

A. Sig

Description: Seminole, PL Document-Book. Page 3079.1114 Page: 5 of 11 Order: 100313922 Comment:

11/12/2807 13:10 4072827217

GUP

SECOND MORTGAGE NOTE

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one promises to pay Seminole County ("The County"), a political subdivision of the Sale of Florida, or order, the manner hereinafter specified, the sum of Seventy Seven Hundred and 00/100--(\$7,700.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the

EXHIBIT "B"

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

following manner:

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1C EACONING MILEOI

Description: Seminole, FL Document-Book. Page 3079.1114 Page: 6 of 11 Order: 100313922 Comment:

PAGE 08/13



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coor. Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, Fl 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
- 2. Lessing or renting of the property within ten (10), twenty (20) or thirty (30) Pears of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by make ormaker's successors.
- Fallure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Fallure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the Firsl Montgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the

This Note is secured by a Mortgage on real estate, or even date therewith, made by the maker in layor of the said holder, and shall be construed and enforced according to the laws of the Stale of Florida. The terms of said Mortgage are by this reference made a part hereof.

IC entre-freemuses

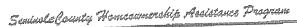
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Description: Seminole, FL Document-Book. Page 3079. 1114 Page: 7 of 11 Order: 100313922 Comment:

CT/CB DDHJ

EXPRESS FINANCIAL

4072827217 DI:EI 11/15/5003





Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit, In the event of foreclosure. Sounty reserves the right of first refusal on the property. (EBROF, the said Mongagor has hereunto signed and sealed and year first above withen Print Name: ORT A. HOEFHAM Print Name: Witness SEMINOLE CO. F Print Name: Print Name: STATE OF FLORIDA COUNTY OF SEMINOLE _ day of ____May. THEREBY CERTIFY that on this 24th before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PHYLLIS A, EXRENREICH, A MARRIED WOMAN , who executed the foregoing instrument and who and acknowledge before me that meshe/they executed the same and are personally known acknowledge before me that meshe/they executed the same and are personally known as demands as demands and who did/ as (स्थापे) to me or have produced valid drivers licenses uttent take an oath. aldresaid. WITNESS my hand and official seal in the County Name: RUSSELL HEINLE Notary Public NUCAULL PERVIE NY COMPAGN 9 DC 20224 Serial Number CC 282646 Commission Expires: 05/16/97 E/P.123: 1204 12, 1993 E SHAMMALINT HOL

Description: Seminole, FL Document-Book. Page 3079.1114 Page: 8 of 11 Order: 100313922 Comment:

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11/12/2807 13:10 4072827217

RECORD

sea ESCROW FILE#: KT# 18782 RM/VSW & LAH ==== PAINTER -to- EHRENWICH

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

| Applicant(s). Phytris A, Emirard A (see Applicant see Applicant see Applicant (see Applicant see App | OFFICIAL RECORDS |
|--|------------------|
| WITNESSETH: | |

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development Housing act of 1990, to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. (hereinafter "HUD"), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Refer Act of 1994, and Property Disposition Reform Adat 1984; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization heraby known as Greater Seminate County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mongage note and dead which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted until until the first of the following events occurs: (1) borrower sells, transfer, bankruptcy or foreclosure): (2) the borrower no longer (by, including but not limited to, sale, transfer, bankruptcy or foreclosure): (2) the borrower does not a married couple, the survivor occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$7,700.00 3. REPAYMENTS the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set furth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and (a) The HOMEBUYER(s) have certified that the property shall be instructioned participated and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent that, at the time of application and approval, his/her/their annual income does not exceed eighty percent that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Sominole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or constructions appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or constructions appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or constructions appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or constructions appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or constructions appraised value equal to or less than ninety-five percent (95%) (90% after rehabilitation or constructions appraised value equal to or less than ninety-five percent (95% after rehabilitation or constructions appraised value equal to or less than ninety-five percent (95% after rehabilitation of the percent of when used with SHIP (unds) of the median sales price of the grea. The COUNTY through, Greater when used with a mir lungs; or his median sales price or the elea. This Count intrough, seeing Seminole County Chember, of Commette. has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for requirements in accordance with the HOME Program requirements and determined the project eligible for funding

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of ellordability. 32200

Fa-knanuerhomoprem

RFF 232

8. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has isspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

| oted. | | - suitable | ☐ Not Applicable (one unit) | | | |
|---|---|----------------|---------------------------------------|--|--|--|
| a) | Equal opportunity and fair housing | beared 1 13 p | ☐ Not Applicable | | | |
| b) | Environmental review | Land Title | TV MOI Whiteness | | | |
| c) Displacement, relocation and acquisition | | | | | | |
| | Displacement, relocation and acquisition Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules). | | | | | |
| | occurred pursuant to Federal rules). Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice. | | | | | |
| d) | Lead paint [XApplicable (Home built prior to 19 | 78. Lead-based | paint notice has been provided and un | | | |

evaluated for lead-based paint existence)

Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

- Disbarment and suspension not applicable
- B) Flood Insurance
- h) Executive Order 12372 not applicable.
- AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REDUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the terrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should inhabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Omhership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Malapplicable as the harmeowner is not a subrecipent.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

i manushomesigm

3/24/95

Description: Seminole, FL Document-Book. Page 3079, 1114 Page: 10 of 11

Order: 100313922 Comment:

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 GFR Part 92 and Florida Statutes for a period of three (3) years from applicable in accordance with 24 GFR Part 92 and Florida Statutes for a period of three (3) years from the end of the effordability term.

1. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Pramissory Note and secured by a Morigage on the property. the loan shall be evidenced by a Promissory note and secured by a wongage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or transfers or disposes of the assistance; or (3) the borrower foreclosure): (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower foreclosure): (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower foreclosure): (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower foreclosure): (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower foreclosure): (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrow no longer occupies the unit as his

OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race. sex, creed, color or national origin in the performance of this Agreement.

sex, cred, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be defined or construed by any of the parties bareto, or third persons to create any relationship of third. Defined or construed by any of the parties bareto, or third persons to create any relationship of third. Definition of the parties bareto, or third persons to create any relationship of third. Definition of the country.

| WITNESS May Very MANTZARIS WITNESSES TRACT FATTER JAMES A HONTESI | SEMINDLE COUNTY, FLORIDA RON H, RABUN, County Manager Date: 5/16796 MORREBUYER PHYLLIG A. EHPERRPICH Date: |
|---|--|
| STATE OF Florida) COUNTY OF Seminole) The foregoing instrument was acknowledged to 199 L. by Phyline Ehrennest Produced Prince Asserts Patricia A Lewis | efore me this <u>6</u> day of <u>March</u> . who is personally known to me or who has as identification. |
| Notary Public in and for the County and State Alorem My commission expires: And County and State Alorem My commission expires: Prints House to be commission and county and | DTS THE TENT OF TH |

Fn: vmunual/homa prgm

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5/22/95

Description: Seminole, FL Document-Book. Page 3079.1114 Page: 11 of 11 Order: 100313922 Comment:

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated August 27, 1998, and recorded in Official Records Book 3500, Pages 0480 through and including 0484, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Eight Thousand Eight Hundred Sixtythree and 63/100 Dollars (\$8,863.63) (the "Note"), dated August 27, 1998, and recorded in the Official Records Book 3500, Pages 0485 through and including 0487, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 19, 1998, recorded in Official Records Book 3500, pages 0488 through and including 0491, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 609 Casa Park Court D, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LEG LOT 5 BLK 9 CASA PARK VILLAS PH 1 PB 29 PGS 34 &35 Public Records of Seminole County, Florida (Parcel Identification No.: 07-21-31-5GY-0900-0050)

and also described in Exhibit "A" to the Mortgage as: Lot 5, Block 9 CASA PARK VILLAS PHASE-1, according to the Plat thereof as recorded in Plat Book 29, page 34-35, of the Public Records of Seminole County, Florida.

(the "Property,") were made by Noemi Ortiz, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property before August 27, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

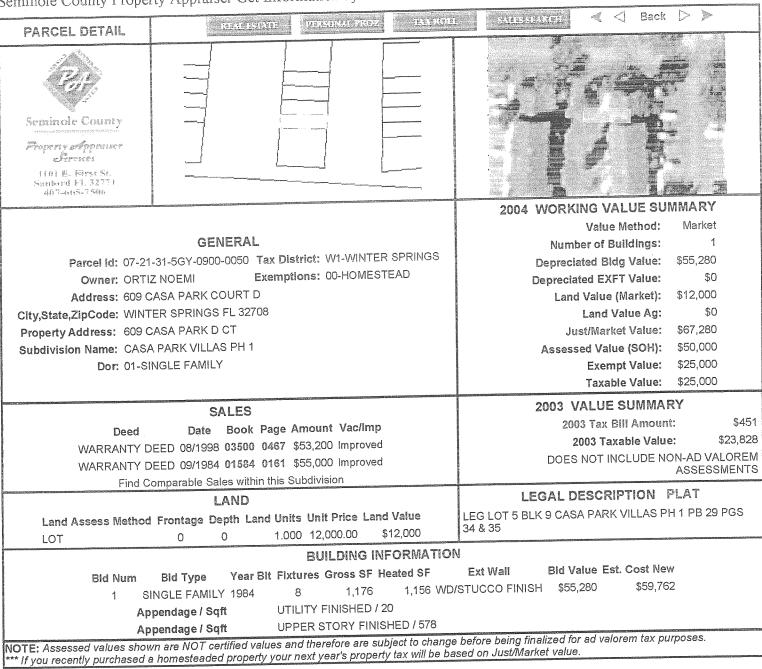
WHEREAS, the Owner has requested the mortgage to be satisfied on her house within the ten (10) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Seminobe executed this day of | le County has caused these presents to |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | As authorized for execution by the Board of County Commissioners at their, 20 regular meeting. |
| County Attorney AS/lpk 12/9/03 Satisfaction of mortgage-ortiz | |



BACK PROPERTY APPRAISER CONTACT
HOME PAGE

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(3) (4) (4)

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Saminolo County Homoownoodhin Andrianes Prosect

Second Mortgage Deed

100 13 Secretary made-size control into the second size of the secretary made-size control into the second only in single second only in second only in single second only in second on the "Montgagee" of the heirs, legal representatives SECOND MORTCAGE DEED (2/8 hereby made and entired day of Allin KIT 1992 by and between Weenel O person, hereinsfler referred to the subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Ploride 32771, hereinsfier referred to as the "Mortgages."

(Whenever used herein the terms of include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes berein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$8,863.63.), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Morigagee all the certain land of which the Mongagor is now seized and in possession situated in Seminale County,

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME logister with the knemeras, terreliamenas and appurenances thereto belonging, and the rents, issues and profits thereof, unto the Morigagee, in fee aimple,

AND the Mangagar currently with the Mongagor that the Mongagor is intelessably scized of said land in fee simple; that the Mortgagor has good right and tawful authority to convey said land as aforesaid; that the Montgagor will make such further assurances to perfect the fee simple title to take lated in the Mostgages as may reasonably be required; that the Mongagor hereby full warrants the thic to taid land and will defend the same against the lawful claims of all persons whosever, and that eats last in free land clear of all encumbrances except:

A valid purchase maney First Mongage approved by Mongagee.

THIS MORTGAGE IS GIVEN TO SEMENCE COURTY AND IS EXEMPT FROM PATMENT OF INTERMEDIAL PRESONAL PROPERTY TAX AND DOCUMENTARY STAMP HIGGS TAX ON DOCUMENTS PURSUANT TO SECTIONS & JONIEST, WI CHA (IN [C.CL)

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ANY DEPAULT in any morrgage note, or tien of record, including, but not fimited to the Second Merigage Note and the Pirat Morrgage approved termin shall constitute a default under this instrument. The institution of a morrgage or lien foreclosure legal proceeding shall be one basis authorizing the Morrgages to declare a default. In the level of foreclosure, the Morrgages reserves the right of first refusal on the land as described in Buhlish "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagos that second Mortgago Not hereinafter substantially copied or identified, to-with

see exhibit "b" attached hereto and incorporated herein

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, atiputations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the entate hereby greated, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Morrgage, or either; to pay all and alagular the taxos, assessments, levica, timbilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and capenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgages because of the fallure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due ony tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Moriganice may pay the same, without walving or affecting the option to forestose or any other right hereunder, and all such payments shall bear interest from the dute thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and novenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute at waiver of any rights or options under said note or this Second Mortgage accraed or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "E" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgager, and said land is not sold, tessed, rented or subleased.

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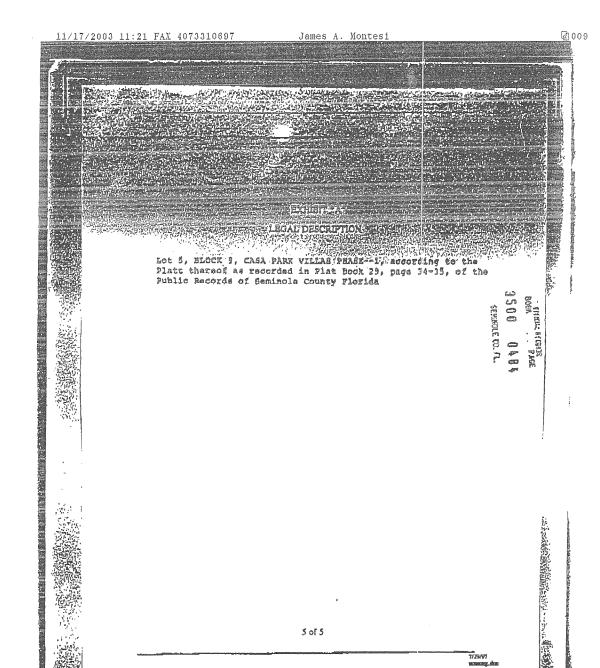
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Should the land remains comerciately and being leading liqued or inclusive Should the land roughly compared and holds familed, leaded of sublessed for land (10) years from this Second Moragas shall be forgiven in Adl and a rateous filed in the public records of Sertinole County. Floridal, Should this stromment and provided he you have a shall be declared and the outers smoot that be includedly dued and payable a Thie PULL AMOUNT OF THE SECOND MORTGAILE SHALL BE DUE ON SALE, LEASE, THANSPER OF RETURNING OCCUPATION SALE, LEASE, THANSPER OF RETURNING OCCUPATION LESS, THANSPER PROVIDED THE SALE, LEASE, THANSPER OF RETURNING OCCUPATION LESS, THANSPER SHALL SHA This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Moriginges. IN WITNESS WHEREOF, the said Mortgager has here unto signed and scaled **0** these prospers the day and year first above written, Print Name: Print Name: Noemi Ortiz 1020 Silenx Branch -Jeck Dalego L 33762 Print Name: Print Name: Print Name: Sherry Hamilton Priru Name: Print Name: Print Name:

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7/29/97

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SENSOLE CO. 74.

BOBN NEWS ELECTES

K-UKEHNOOPHIK

exhibit "b" SECOND MORTGAGE NOTE

\$8,862,63 AMOUNT:

FOR VALUE RECEIVED, the understand (colody, and severally, if more, than end) eromises to pay Seminole County ("The County"); a political subdivision of the last of Plorida, or order, the manner hereinafter specified, the sum of the Eight Thousand Eight Hundred Sixty-Three Dollars and 63/100 (\$6,863.63). The said principal shall be payable in lawful money of the United States of America to the Coursy at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mongage securing same shall be for a period of sen (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the fallowing munner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEEAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

lof3

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 70 SECTIONS 420,513(1) AND 199,185(1)(6). FLORIDA STATUTES

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A. C. C. Wires Spring, FL 3200

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SEMINOLE CO. FL.

OTHER PLOADS

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Lossing or renting of the property within ten (10) years of the date of execution of the Note and Second Morigage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Pailure to pay applicable property taxes on subject property and improvements.
- Fallure to maintain adequate lazard insurance on subject property and
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage accuring the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Marigage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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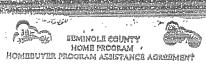
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| | or default hereunder, or under said Morigage, or Note or to protect the security of said Morigage. | nunsel shall be employed to collect this | |
| | Whenever used herein the term "holders". I make alongular or plural as the context may require or a | r" or "payes", should be conserved in the dmit. | |
| | in the event of foreclosure, County reserves the t | | |
| **** | IN WITNESS WHEREOF, the said Mortgag presents the day and year first above written. | Moune: Oss | O O S E |
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| \$ • • | Print Name: | Print Name: | |
| | Print Name: | Print Name: | |
| | STATE OF FLORIDA COUNTY OF SEMINOLE | | |
| | 1 HEREBY CERTIFY that on this 27th before me, an officer duly authorized in the Stat to take acknowledgments, personally appeared and exhausted before me that he/she/they execute to me or have produced current drivers | c aforesaid and in the County aforesaid MOEMI DRII2 executed the foregoing insurument and d the same and are personally known | |
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Applicani(s): Mosmi Orciz

Property Address 500 Case Park Court D. Minter Springs, FL 32706

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· WITHESSETE:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the Nathanal Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development therefinafier "HUD", to be expended in necordance with HOME Investment Partnership Acts (62 U.S.C. 1270) is seen, as amended by the Housing and Community Development Act of 1992 and the Muhifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homelayers with descapayment, closing costs, and/or interest rate boy-down socialance through its subrecipient organization hereby known as Greater Semigole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Pari 92 as amended or walved by HUD.

2. APPORDABILITY

The property which is the subject of this Agreement shall remain affordable to accordance with COUNTY guidalines for a term as specified in a second moregage note and deed which shall be in affect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptey or foreclosure); (2) the borrower no longer occupies the Unit as his principal residence; or (3) the boffower ties, or if a matried counte, the survivor dies,

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$8,853.63 at 5% of the first of the following events occurs: (1) borrower sells, transfers of disposes of the assisted unit (by. at 0.0% until including but not limited to, sale, transfer, hankruptey or foreclosure); (2) the borrower no lunger excluples the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivar dies.

4. Uniform administrative requirements

Not applicable as the HOMEBUYER is not a subscriptest of state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CPR Part 92 Subpart P. as follows:

- (a) The HOMEBUYER(a) have conflict that the property shall be intrincritheir principal residence and that, at the time of application and approval, his/hor/their angula income does not caceed eligity percent (60%) of the median income for the 24th, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminale County, Florida and has of the property is located within the Ecoproplicated arts of scientific Continues County, related and as an after rehabilitation or construction appraised value equal to or less than nitroy-five percent (95%) (95% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminote County Chamber of Commerce, has reviewed the bousehold known and preparty value requirements in accordance with the HOME Program requirements and describined the project eligible for (unding.

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| | The COUNTY and HOMEBUYER shall complete all fapors and makinin (businestializa) applicable in succedance with 74 CIR Part 92 and Pierida Statutes for a period of three (2) years from the end of the affordability torm. | 18 |
| | 3. Enforcement of the agreement | |
| | The loan that he aridenced by a Promissory Mote and secured by a Mortgage on the property Fallors by the MOMBBUYER to comply with the forms of this Agreeman and the loan documents shall someidered a defoult and appropriate logal action taken. | ba Da |
| | 4. Duration of the Agreement | |
| | This Agreement shall be in offect until the first of the following avants occurs: (1) bestower so transfers or disputed of the assisted unit (by, including but not limited to, sale, transfer, bankruptey of forcolouted); (2) the barrow no longer occupies the unit as his principal residence; or (3) the barrow dies, or if a married ocupie, the survivor dies, or for a period of ten 10 years. | or |
| de de la companya de | s. Other provisions | w |
| i | Neither perty hereto shall discriminate against any person or group of persons on recount of face, area, exced, solor or national origin in the performence of this Agreement. | |
| | Neither party hereto shall discriminate against any person or group of persons on account of face, sex, creed, unlor or national origin in the performance of this Agreement. Neithing contained in this Agreement, or any act of the COUNTY or the HOM-Ship Bit shall deemed or construed by any of the parties hereto, or third persons to oreste any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association relationship involving the COUNTY. | 16 4 0 4 3 1 ME CONTRACTOR |
| | Elevin | - M |
| | WITNESS: Gary E. Kaiser County N Marchania Date: 3/15/98" | Тападог |
| | WITNESSES AS TO HOMEBUYEAS: HOMEBUYEA | |
| | Sandra Oranely Morra Orta | |
| | Jandra Janney Att. 31.0032-630-70-337- | 9100 |
| | James A. Montreal Date: 6.33-98 | |
| | NOTARY AS TO HOMEBUYER(S): Confront Prepared By a Resum To: U | |
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| The state of the s | STATE OF FLORIDA) Winter Springer, Pt. 227/8 407-696-0018 | |
| | COUNTY OF DYLAGE) Past 400 400 COUNTY OF DYLAGE) | _ |
| | The foregoing instrument was acknowledged before me this 33 day of the by November 10 + 12, who is personally known to me or who have produced On the as identification. | 1992 <u>2</u> |
| į | Saudra Januer | |
| | Prini Name Sandra Janney | |
| • | Notary Public in and for the County and State Aforenienthones. | 1 |
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This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated March 31, 1998, and recorded in Official Records Book 3398, Pages 0045 through and including 0049, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note"), dated March 31, 1998, and recorded in the Official Records Book 3398, Pages 0050 through and including 0052, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 3, 1998, recorded in Official Records Book 3398, pages 0053 through and including 0055, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 904 South Elm Avenue, Sanford Florida 32771, the legal description and parcel identification for which are as follows:

LEG N 46 FT OF LOT 2 BLK 11 TR 7 TOWN OF SANFORD PB 1 PG 62 Public Records of Seminole County, Florida (Parcel Identification No.: 25-19-30-5AG-1107-0020)

and also described in Exhibit "A" to the Mortgage as: THE NORTH 46 FEET OF LOT 2, BLOCK 11, TIER 7, FLORIDA LAND AND COLONIZATION COMPANY LIMITED, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, according to the Plat thereof as Recorded in Plat Book 1, Pages 56 through 64, Public Records of SEMINOLE County, Florida.

(the "Property,") were made by Henry Jones, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property before March 31, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

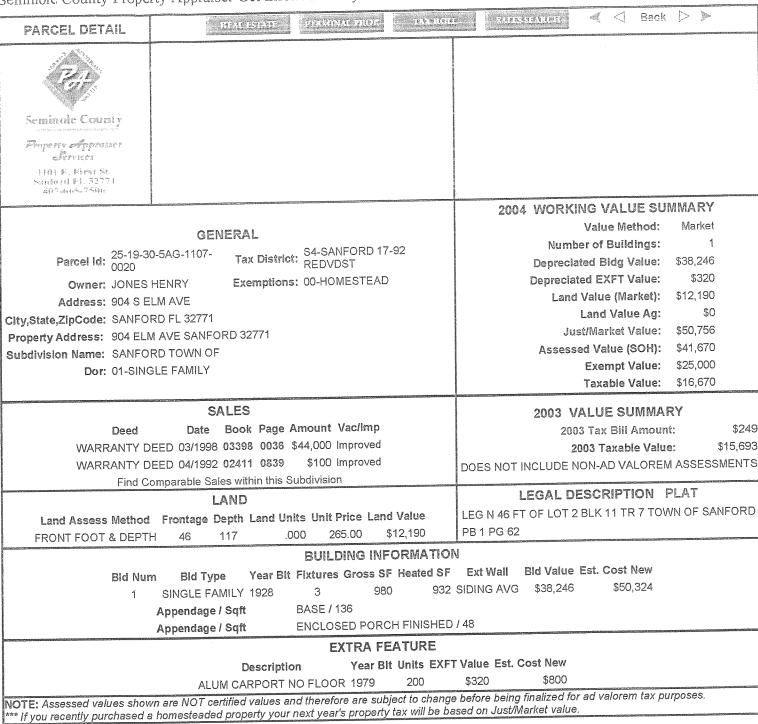
WHEREAS, the Owner has requested the mortgage to be satisfied on his house within the ten (10) year period but did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Seminor be executed this day of | ole County has caused these presents to |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | As authorized for execution by the Board of County Commissioners at their, 20 regular meeting. |
| County Attorney AS/lpk 12/9/03 Satisfaction of mortgage-jones | |



BACK PROPERTY APPRAISES. FORTACT

KT 42593 RH/VSW RETURN TO: RUSSELL HEINLE, OF KAMPF TITLE AND GUARANTY CORPORATION 200 West First Street, Sanford, Florida 32771

457 Con Seminole County Homsownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 31st day of March 199 8 by and between Henry Jones, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagec."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000,00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUVER ASSISTANCE
PROGRAM - ATTN: SHARON SELE
4594 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5

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Description: Seminole, FL Document-Book.Page 3398.45 Page: 1 of 11

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ANY DEPAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Morigage, or cliner; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to forceiose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and thit. Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstending. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Morigage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGACE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURATION LESS THAN TEN (10) YEARS. Morigagor shall repay the loan amount of Thousand dollars and 69/166(\$10,000,00) to Mortgage in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subjection and approval of Mortgagee.

The WITNESS WHENEOF, the said Mortgagor has here unto signed and seuled these presents the day and year first above written.

WITNESSERS!

Print Name: Russell deinle Print Name: Henry Jones 904 Elm Avenus Senford, FL 32771

Print Name: VIVIAN S. WHEELER Print Name:

Print Name: Print Name:

3 of 5

Print Name:

7/29/97 cotemus.ést Print Name:

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of Ratch, 1998
before me, an officer duly authorized in the State aforesald and in the County aforesald to take acknowledgments, personally appeared Henry Jones, a single parson

who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: RUSSELL HEINLE

Notary Public Script Number

Serial Number Control Commission Expires: u5/16/2001

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MY CHARLEDON & COSTON FORMED MAY 18, 2001 SOURD THRU THAT PREMIES, RE.

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SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

THE NORTH 46 FEET OF LOT 2, BLOCK 11, TIER 7, FLORIDA LAND AND COLONIZATION COMPANY LIMITED, E. R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, according to the Plat thereof as Recorded in Plat Book 1, Pages 56 through 64, Public Records of SEMINOLE County, Florida.

5 of 5

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Seminole County Homeownership Assistance Program

exhibit "b" second mortgage note

AMOUNT: \$10.000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 22771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject hume and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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Sop Appragage

Description: Seminole, F5 Document-Book.Fage S398.45 Fage: 6 of 11 Transfer Total Comment:

OFFICIAL RECIRDS

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCITED TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFFER RECORDING RETURN TO:
SHIP. HONDEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
430 5. US HIVY I
CASSELBERSY, FL 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution S of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4: Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Each person liable horson whether maker or enforcer, hereby waives personment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable atterney's fees, whether suit be brought or not, if, after maturity of this Note or default bereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protest the security of said Mortgage.

| | whenever used herein the term "holder", singular or plural as the context may require the event of foreclosure. County reserve | "maker ire or ac | " or "payee" s lmit. | novia de constru | ed in the | |
|---|---|---------------------|---------------------------------|--|-------------|-------------------|
| t | In the event of foreclosure. County reserved in witness well REOP, the said Manager the day said fear first above written witnesses. Print Name: Russall wardle | ortgego | | algned and sealed | | 0052 |
| | Print Name: VIVIAN 8. WHEELER | | Print Name: | | | |
| | Print Name: (W) | | Print Name: | AND | E | |
| | Print Name: | • | Print Name: | and the second s | r | |
| | STATE OF FLORIDA COUNTY OF SEMINOLE | | | | | |
| | I HEREBY CERTIFY that on this before me, an officer duly authorized in the to take acknowledgments, personally appared. | e State peared | aforesaid and li HENRY JONES | the County afor | enid son | 99 <u>8</u> |
| | acknowledge before me that he/she/they ex to me or have producedDRIVER'S LII did not take an oath. | ceuted CENSE | the same and a | re personally knows identification. | wn_ | rid/ |
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SBMINOLE COUNTY HOMB PROJIKAM Homebuyek prodkam assistance aorehment

Applican(b): Henry Jones Property Address: 904 Klm Avenue, Sanford, FL 32771 3rd __ day of __March 19.98 by and the This Agreement is onlored into this Seminois County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Piorida, 32771 (hereimans "COUNTY") and Henry Jones, a wingle purson, (berelaster "HOMEBUYER") WITNESSETH:

USE OF HOME FUNDS

THE STREET STREET, STR

WHEREAS, the COUNTY has received HOMII funds appropriated by the Mational Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et sco), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

.. WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down attistance through its subrecipient organization hereby known as Orester Somhole County Chamber of Commerce and meet the requirements as not forth in 24 CFR Part 92 as amended or walved by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remein affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in offers until the first of the following events occurs: (1) borrower sells, transfers or dispasses of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dics,

J. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loss in an amount up to 10,000,00 the first of the following events occurs; (1) borrower solls, managers or disposes of the assisted unit (by, including but not limited to, sale, transfor, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies,

UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEDUYER is not a subrecipient or state recipient.

PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Pari 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property thall be his/hor/their principal residence and that, at the time of application and approval, bis/her/their annual income does not exceed eighty percent (EO%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical arous of Seminolo County, Florida and has an after rehabilitation or construction appraised value equal to or less than almost-five percent (95%) (20% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Oreaser

| Seminole | County | Chamber | of C | outueico" | bus 1 | reviewed | the h | proceeding | Income | and s | property | value | |
|-----------------------|------------|-----------|---------|-----------|--------|-----------|--------|------------|----------|--------|------------|---------|------|
| raquireme funding, | nus la acc | ordance v | with th | BMOH si | Progri | am requir | emenis | and date | rmined (| ho pro | joci eligi | ble for | |
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WARD TO THE PARTY OF THE PARTY

The HOMEBUYER shall untain the property, including payment of plusurance, during the term of ... reability. kty taxes and homeuwhers 6. HOUSING AND QUALITY STANDARDS The property at the time of initial occupancy by the HOMBBUYER chall meet Section 8 Housing Quality Similards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding. OTHER PROGRAM REQUIREMENTS The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CPR Peri 92 Subpart H. The regulations are provided below. Applicable regulations are so noted. u) Equal opportunity and fair hausing ETNOLApplicable (one unit) b) Environmental review Applicable WNot Applicable c) Displacement, relocation and acquisition Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules). Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Cortification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice. Lead guint Applicable (Home built prior to 1978. Land-based paint notice has been provided and unit evaluated for lead-based paint existence.) Not Applicable (Unit built during or after 1978.) Confiled of Interest - no conflict found Disbarment and suspension - not applicable Flood Insurance Executive Order 12372 - not applicable. AFFIRMATIVE MARKETING Not applicable due to the nature of the activity (HOMEBUYER program). CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMESUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to substitize a private loan to lower the borrower's manthly housing costs (Principal, Interest, Taxes and Insurence (PiTI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local sodes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY,

. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

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The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a portral of three (3) years from the and of the affordability term.

ENPORCEMENT OF THE AGREEMENT

The loan shall be cyldenced by a Promissory Note and secured by a Mongage on the property. Fallure by the HOMEBUYER to comply with the forms of this Agreement and the form decuments shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) betrower sells, transfers or disposes of the asslated unit (by, including but not limited to, take, transfer, bankruptcy or ref (oreclosure); (2) the betrow no longer occupies the unit as his principal residence; or (3) the betrower I dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be decined or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationable involving the COUNTY.

| WITNESS | GANY E. KAISER | County Manager |
|--|--|--|
| Mary Maribasis | Date: 3/19/98 | |
| MARY MACTIZAR (6 WITNESSES ASITO HOMBUUYER (6): | HOMEBUYER | |
| WILSEN CORDON BILL | - Zun Qo- | a produce a company of the company o |
| Totanh My Jounder | HEARY JONES | |
| PATRICK M. HANDY | Date: 3.3-98 | COMMISSION Recommendation of the comments of t |
| NOTARY AS TO HOMEBUYER(S): SEMINOLE COUNTY, FLORIDA | Prepared By & Return To S.H.I.P. Home Censulin Assistance Property Control of Commerce Commerce of Commerce | (AFTER RECORDING) |
| STATE OF PLORIDA) | 4690 South Highway 17.02 Cieselberry, FL 32707 | • |
| COUNTY OF E EMBINACE) | e UV = | |
| The foregoing instrument was acknowledged before a by 14500 who is per | ne this 5 day of MM sonally known to me or who has p | RM 1998 |
| as identification. | | |
| al valoras carles | grafit Americanos | |
| Print Maine WILCAN GORDON, 20 | Wilson Gordon Nearly Frinks, reside to No Colores has No Colores has | d Bloodeles I |
| Notary Public in and for the County and State Aforementioned. | throad the entire! Bee | Origine 24 |
| My commission expires: IVW 3 Z000 | | 3 |

Description: Saminole, FL Document-Book Page 3398.45 Page: 11 of 11 Order: 20232073 Comment:

Fa:\manus\\umeprem

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8/4/97

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, FI 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated March 14, 1996, and recorded in Official Records Book 3047, Pages 1252 through and including 1256, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND ONE HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$3,151.00) (the "Note"), dated March 14, 1996, and recorded in the Official Records Book 3047, Pages 1257 through and including 1259, Public Records of Seminole County, Florida, which encumbered the property located at 2618 Marshall Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LEG LOT 13 BLK 29 DREAMWOLD PB 4 PG 99 (Parcel Identification: 01-20-30-504-2900-0130)

and also described in Exhibit "A" to the Mortgage as Lot 13, Block 29, 4th Section Dreamwold, according to the plat thereof recorded in Plat Book 4, Page 99, Public Records of Seminole County, Florida.

(the "Property,") were made by Juanita D. Williams, a single person and Lynn Williams, Sr. a single person, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

whereas, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property before March 14, 2026; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced their house within the thirty (30) year period but did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage and Note.

The Property, the Owner, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Someoness to be executed this | Seminole County has caused these day of January, 2004. |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | By: |
| MARYANNE MORSE | DARYL G. MCLAIN, Chairman |
| Clerk to the Board of | |
| County Commissioners of | Date: |
| Seminole County, Florida. | |
| For the use and reliance | As authorized for execution by |
| of Seminole County only. | the Board of County Commis- |
| Approved as to form and | sioners at their regular |
| legal sufficiency. | Meeting of , 2004. |

County Attorney

P:\Users\CAAS01\Affordable Housing\Satisfaction of Mtg - dwnpymnt assist forgive - no pymnt.doc

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OFFICIAL RECORDS

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NOV.17.2003 6:39PM OLD REPUBLIC TITLE



STH'KOLE CO. FL.

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 14TH day of March 1996 by and between Juanita D. Williams, a and Lynn Williams Sr. a single person county, a political subdivision of the State of Florida, whose address is 1101 East First person Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagge."

(Whenever used herein the terms of "Mortgagor" and "Mortgagoe" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TC HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is from land clear of all encumbrances except:

A valid purchase money First Moxtgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY YAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: Sunbolt Title Agency Connic Ball Byers 240 Crayn Oak Centre Drive Longwood, 51 32750

RETURN TO: LW 79 84 DW SUNBELT TITLE AGENCY 240 Crown Oak Centre Drive Longwood, Florida 32750 HARYANNE HONSE

SEMINAL & VERIFIEL

OLD REPUBLIC TITLE

17,2003

6:39PM

Section 1 253

Section 1 253

Section 2 253

ANY DEFAULT in any mortgage note, of lien of record, including, but not limited to the Second Mortgage Note and the Note and the Second Mortgage Note and the Note and the Not

ANY DEFAULT in any mortgage note, of lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mongagor shall pay unto said Mongagoe the certain Second Mongago Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in self note and Second Mongage, or either, to pay all and cingular the taxes, assess. Inis, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, or nmit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and this searches, reasonably incurred or paid by the Mungagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mongagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mongagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mongage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Montgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mongagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Montgagee to exercise any of the rights or options nerein provided shall not constitute a waiver of any rights or options under said note or this Second Montgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit 18" no payments shall be required on the Second Mortgage as long as the land remains

IE Spierce Billies

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| | PEFICIAL RECORDS | |
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| · Saminale Country Hancomarchia Au | 7717 1254 | |
| , | Address of Stranger | |
| occupied by the Mongagor, and eaid la | nd is not sold, leased, minted or sublessed. | |
| Should the land remain owner-occupied | and not be rented, leased or sublessed for | |
| (check applicable) five (5) years (if used in conjunction with thirty (30) years (if used in conjunction with the | th FHA financing), then this Second Mondage | |
| shall be forgiven in full and a release file | ed in the public records of Seminols County, islan be violated, a default shall be declared. | |
| lessibemmi ed light shount shall be immediately | y due and payable. THE FULL AMOUNT OF | |
| The second mortgage shall be lease, transfer or refinancing | DUE ON SALE, LEASE. IF THE SALE, OCCURS LESS THAN FIVE (5) | |
| YEARS,TWENTY (20) YEARS | ORX THIRTY (30) YEARS AFTER | |
| Three Thousand One Hundred Fifty dollars (\$ 3,151 | Morgagor shall repay the loan amount of | |
| available forgiveness as provided in | the recapture provisions of the Federal | |
| regulations in effect at the time of default, | | |
| This Mortgage shall be subordinate to | a valid purchase money First Mortgage on | |
| this land, subject to the notification and app | | |
| HE WITNESS WHEREOF, the said Notes presents the day and year first above | Aongegor has hereunto signed and sealed | |
| Civi Cil FIRE | Daniel And While | |
| The same of the sa | - Almelus B. Weller | |
| Print Name: Onniz Ball Buccs | Print Name: Juanita D. Williams | |
| France & Hedden | From Williams | |
| Print Name: Rhonda K. Hedden | Print Name: Lynn Williams Sr | • |
| () January | 2618 Marshall Ave Scaford Fz 32 | 173 |
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| Print Naule: | | |
| And the state of t | | |
| Print Name; | | • |
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| R. PARAMANISTRIA 53 | F-6-F | |
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P. 06 FAX NO. NOV-17-2003 MON 06:23 PM NOV.17.2009 6:39PM DLD REPUBLIC TITLE NO.835 1255 Seriede County Housemarkly Assistance Things CO. FL. STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 14TH day of MARCH before me, en officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JUANITA D. WILLIAMS, A SINGLE PERSON and Lynn Williams St., A Single, who executed the foregoing instrument and who acknowledge before me that hashelthey executed the same and are personally known to me or have produced harvers income as identification and who did did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid. Name: counte Ball Byers Notary Public Serial Number Commission Expires: RI COMPANY (C. COMP COMPENTE LATERAL & Residence and Texts

NOV.17.2003 6:39PM

OFFICIAL RECORDS

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Serieds Cooky Horsenschip Assistanto Barriott, CO. FL

OLD REPUBLIC TITLE



NO.835

EXHIBIT "A"

LEGAL DESCRIPTION

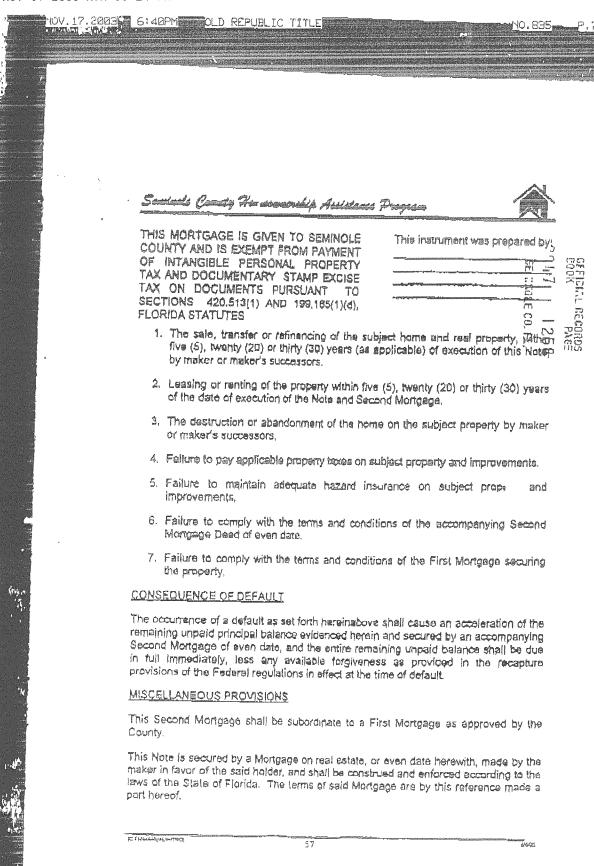
Lot 13, Block 29, 4th Section Dreamwold, according to the plat thereof recorded in Plat Book 4, Page 79, Public Records of Seminole County, Flordia.

Prepared by: Elsing L. Earlow/S.H.I.P./HOME Downpayment Assistance Coord. e/o Greater Seminolo County Chamber of Commerce 4590 Eouth Highway 17-92 Casselbarry, FL 32707

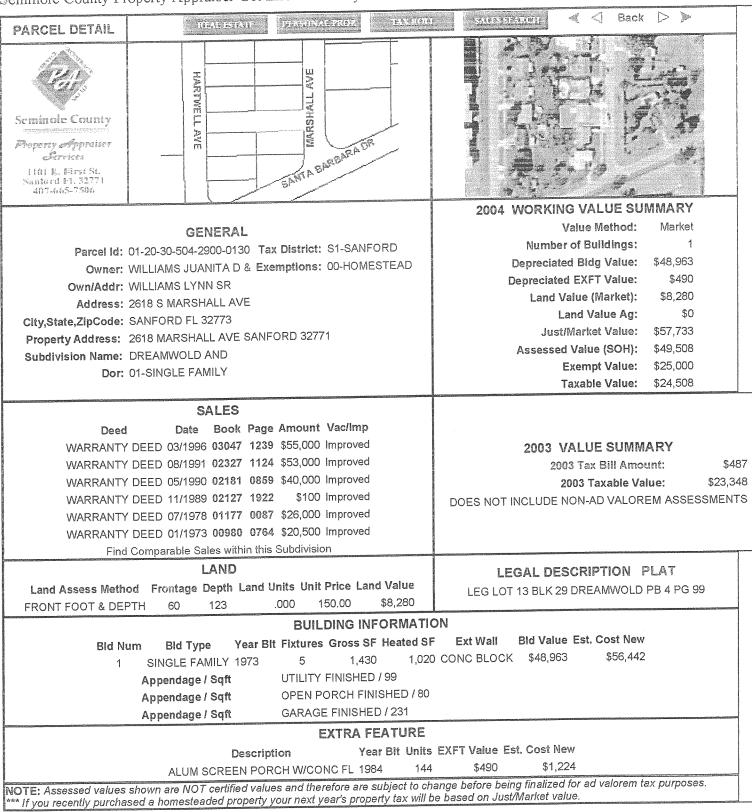
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| Secretal Country Homeoconcustif Assistance Program | 2 m. *s | ## ## ## |
| EXHIBIT "B" | | |
| EXHIBIT "B" SECONO MORTGAGE NOTE AMOUNT: \$3,151.00 | | |
| AMOUNT: \$3,151.00 | 17 275 F11 | |
| FOR VALUE RECEIVED, the undersigned (bintly and severally, if more than non- | 1257 | |
| promises to pay Seminole County ("The County"), a political subdivision of the Sets of Florida, or order, the manner hereinafter specified, the sum of | J Mar | = |
| Three Thousand One Hundred Fifty One-(\$ 3.151.00). The said principal shall be payable in lawful money of the United States of America to the County at | | |
| 1101 East First Street. Sanford, Florida 32771 or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This | | |
| Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of | | |
| this Note and accompanying Mongage. Repayment of this Note shall take place in the | | • |
| following manner: | | |
| A if a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full. | | |
| D. No payment shall be required during the term of this Note, and this debt shall it permanently (orgiven (check one) five (5),twenty (20) or _x | | |
| hinty (?)) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that | | |
| the suidpect frome and property is not sold, leased, transferred or afinanced and | | , , , , , , , , , , , , , , , , , , , |
| remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note. | | |
| C. If the property is sold, leased, transferred or refinanced prior to five (5) | | |
| twenty (20) X thirty (30) years after the purchase, the full payment shall be due on selo, lease, transfer or refinancing less any available | | |
| forgiveness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default. | | • |
| This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property. | | • |
| SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN | | |
| DEFAULT | | |
| The inaker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions: | | • |
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| C becommended | | |
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NOV.17.2003 6:40PM OLD REPUBLIC TITLE Salate Carity Homenwill Andrew Program Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including researchable attorney's fees, whether suit be brought or not, if, other maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage. Whenever used herein the term "holder", "maker" or "payes" should be construed in the singular or plural as the context may require or admit, In the event of foreclosure, County reserves the right of first refusal on the property. 以 WITNESS WHEREOF, the said Mortgagor has heraunto signed and sealed these presents the day and year first above written. Print Name Print Nama: Rhonda K Hedden Print Name: Lynn Williams Sr 2618 Marshell Re Sonford & 32773 Print Name: Prepared by: Ealns L. Badow/S.H.LP./HOME Bownpayman! Assistanca Social, cro Gester Seminola County Chamber of Commetce 4590 South High key 17-92 Print Name: _ STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 14th day of March before mo, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Juanica D. Williams Con to take acknowledgments, personally appeared Juanizo D. Williams and Lynn Williams, SR , who executed the foregoing instrument who executed the foregoing instrument and who w acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver license ____ as identification and who did/ did not take an oath. WITNESS my hand and official soal in the County and State last afgresaid. Cesselbeny, FL 32707 MXO FILLERAN IT ELECT CONNIE BALL TYPHS igame: Notary Public Serial Number Commission Expires.



BACK PROPERTY APPRAISER CONTACT

This instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated April 2, 1998, and recorded in Official Records Book 3401, Pages 0698 through and including 0702, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note"), dated April 2, 1998, and recorded in the Official Records Book 3401, Pages 0704 through and including 0707, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 10, 1998, recorded in Official Records Book 3401, pages 0708 through and including 0710, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 912 Gee Creek Lane, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LEG LOT 6 BLK I REPLAT LOT 1 BLK G & LOT 6 REPLAT BLKS A & I SEMINOLE SITES PB 20 PG 59
Public Records of Seminole County, Florida
(Parcel Identification No.: 04-21-30-515-0100-0060)

and also described in Exhibit "A" to the Mortgage as: LOT 6 BLK I REPLAT LOT 1 BLK G & LOT 6 IN THE REPLAT OF BLOCK A and I SEMINOLE SITES, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 20, PAGES 59, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

(the "Property,") were made by Albert D. & Angela Welborn, Jr., husband and wife, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property before April 2, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

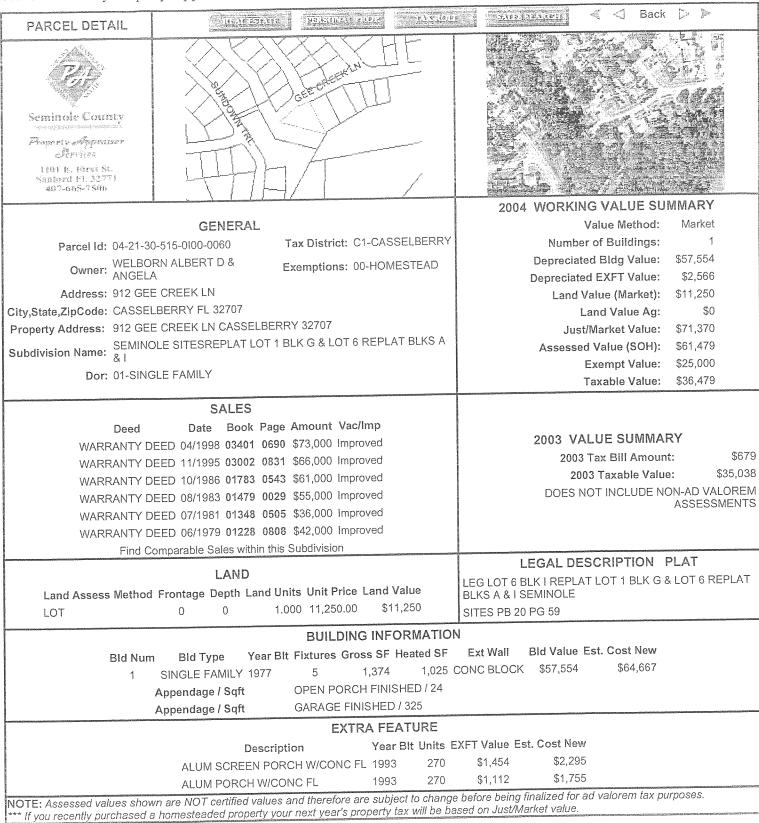
WHEREAS, the Owners have requested the mortgage to be satisfied on their house within the ten (10) year period but did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| CIEIR OF CHICATE COAFE OF TAMELIA | |
|---|---|
| IN WITNESS WHEREOF, Seminol be executed this day of | e County has caused these presents to, 20 |
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | By: |
| MARYANNE MORSE Clerk to the Board of | DARYL G. MCLAIN, Chairman |
| County Commissioners of | Date: |
| For the use and reliance of Seminole County only. | As authorized for execution by the Board of County Commissioners at their, 20 |
| Approved as to form and legal sufficiency. | regular meeting. |
| County Attorney | |
| AS/lpk | |
| 12/9/03 Satisfaction of mortgage-welborn | |





is hereby made and emered into the THIS SECOND MORTGAGE DEED 2nd day of Appel 1994 by and between Albert D. & Angela & "Mongagor" and Semindle Welborn Ir., husband and wife, hereinafter referred to the County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Morigages."

"Mongagor" and "Mongagee" (Whenever used herein the terms of include all periles to this instrument, the hoirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mongagee all the certain land of which the Mortgagor is now selzed and in possession situated in Seminole County, Florida, viz.:

see exhibit "A" attached hereto and incorporated herein

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditamenta is appurtenances thereto belonging, and the rents, issues and profits thereof, unto immergages, in fee simple.

AND the Mongagor covenants with the Mongages that the Mongagor is indefeasibly zed of said land in fee simple; that the Mongagor has good right and lawful authority are some and profits thereof, unto the mongagor and the rents, issues and profits thereof, unto the mongagor and the rents, issues and profits thereof, unto the mongagor and the rents, issues and profits thereof, unto the mongagor and the rents, issues and profits thereof, unto the mongagor and the rents, issues and profits thereof, unto the mongagor and profits thereof, unto the mongagor and profits the mongagor and profits thereof and the rents and profits the mongagor and the rents and profits the mongagor and profits the mongagor and profits the mongagor and profits and and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mongages, in fee simple.

seized of said land in fee simple; that the Mongagor has good right and lawful authority to convey said land as aforegald; that the Mongagor will make such further assurances to perfect the fee simple title to said land in the Mongagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mongage approved by Mongages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT PROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 420.513(1) AND 199.185(1)dl. TO SECTIONS PLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S. M. P. HOMESUYER ASSISTANCE PROPERTY AND PREMATION FOR 4441 S. HWY 12-51 CASSELBERY, Y

1015

RECORD & VERIFED

56 S.C

Andum To

LAWVERSAL LAND TITLE, 9M 580 Rhodrad Road, Suite 100 Lake Mary, FL 32746

7000

MO 95:11 2002-80-AOH MELBORN

ANY DEFAULT in any morigage note, or lian of record, including, but not limited to as second Morigage Note and the First Morigage approved herein, shall constitute a second default under this instrument. The institution of a morigage or lica foreclosure legal to proceeding shall be one basis authorizing the Morigages to deciare a default. In the levent of foreclosure, the Morigages reterves the right of first refusation the land as a deacribed in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

see exhibit -8- attached hereto and incorporated herein

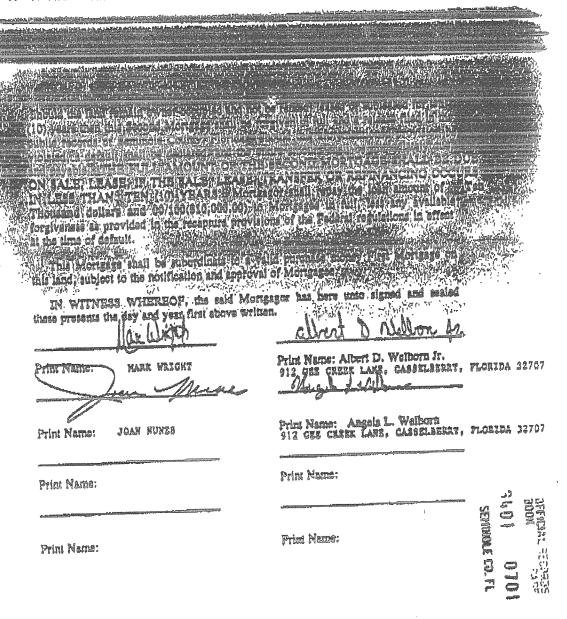
AND the Mortgager shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall coses, determine and be null and void.

AND the Mongagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either: to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expanses, including attorney's fees and this searches, reasonably incurred or paid by the Mortgages because of the failure of the Mongagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or elther; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Morigagor falls to pay when due any tax, asteroment, insurance premium or other sum of money payable by vience of said note and this Second Morrgage, or sither, the Mongages may pay the same, without waiving or affecting the option to foresiese or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the Iswe of State of Florida.

If each and every one of the agreements, utipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the smire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Pallure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Morgage Note exacted hereto as Exhibit
"II" no payments shall be required on the Second Morgage as long as the land remains
complete by the Morgagor, and cold land is not sold, leased, remain to sublessed.

2 of 5



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and Andre As a love the second of the second not take an oath.

WITNESS my hand and official seal in the County and State list aforesteld. did not take an outh.

MARK WIRDHT Mach I. 1971 Mach I. 1971 Mach II. 1971 Name: Notary Public Sorial Number Commission Expires:

HARE WRIGHT

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OFFICIAL RECORDS

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| who is personally known to me or who has produced as identification. | GETABE, W ITCHUSE | |
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Travel beauting data

Saminale Lounty Homeownership Assistance Progress

exhibit "8" Second mortgage note

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay saminote County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 Bast First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mongage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mongage. Repayment of this Note shall take place in the following

- A. If a default of the Piret Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- 3. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, lessed, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

see exhibit "A" attached herbto and incorporated herein

PEFAULT

The maker of this Note or its successors shall be in default upon accurrance of one of more of the following conditions:

1 of 3

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was proposed by:

AFTER REPORTING ESTIMATOR
ESTIF, HOMESTONE ASSETANCE
PROCESSA ATTENDED TO STATE
HOMESTONE ASSETS
HOMESTONE ASSETS
GARGELBERRY, ST. 18909

4/361

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Pailure to pay applicable property taxes on subject property and improvements.
- Pailure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even data.
- Pallure to comply with the torms and conditions of the First Mortgage accuring the property.

CONSEQUENCE OF DEPAULT

The occurrence of a default as set forth hereinabove chall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Pederal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Marigage shall be subordinate to a Pirot Marigage at approved by the County.

This Note is accurred by a Morigage on real setate, or even date herewith, made by the maker in favor of the sold holder, and shall be construed and enforced according to the lews of the State of Fierick. The terms of said Morigage are by this reference made a part hereof.

SEMMOLE CO. F.

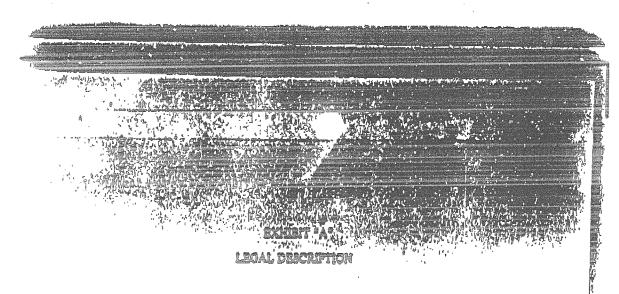


tiach person liable bareon whether maker or enforcer, bereby waives personness, protest, notice of protest and notice of distance and agrees to pay all costs, localding reasonable attorney's fees, whether sult be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counted shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder". "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreelesure, County reserves the right of first refusal on the property.

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| Print Marrier Mark Watchet | Print Name: Albert D |), Welborn Jr. | | |
| Tim Name: Joan nunes | Print Name: Angela | L. Welborn | | |
| Print Name: | Print Name: | | | ! |
| Print Name: | Print Name: | | SEMINATE CO. E | ł |
| i MERRBY CERTIFY that on this before me, an officer duly authorized in | | | 127. | |
| to take acknowledgments, personally and ANGELA L. WELLORN acknowledge before me that he/she/they to me or have produced. | who executed the foregoing executed the same and are pen | instrument and sensity known allifection and wh | who did/ | |
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LOT 6. SLOCK I, REPLAT OF LOT 1, BLOCK 0 866 LOT 6. IF THE REPLAT OF SLOCK A and 1. SEMIROLE SITES, ACCORDING TO THE PLAT BLOCKDED IN PLAT BOOK 20. PAGES 59. AS ARCORDED IN THE PUBLIC RECORDS OF SEMINGLE COUNTY, FLORIDA; BAID LAND SITUATE, LYING AND SIZEO IN SEMINGLE COUNTY, FLORIDA.

STEWART CO.FL

5 of 5

7/20/17 1/20/17 1/20/17 - 1/20

SIMINOL LOURTY HOME PROGRAM Homebuyer program abhetance agreement

Application Albert & Angela Welbern (Jr.)

Propony Address: 912 Das Creek Lane, Casasiberry, Fi.

This Agreement is entered into this 10th day of Merch 19<u>98</u> by sell bresso Seminole County, a political subdivision of the State of Morida, whose address is 1101 flort First Street. Senford, Piorida, 72771 (hereinafter "COUNTY") and

Albart & Abaula Welborn (Jr.), husband & wife (hereination eligistatures e.), WITHDRANTH:

I. USE OF KOME PUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (horsinafter "HUD"), to be expended in accordance with HOME investment Partnership Acts (42 U.S.C. 12701 of acq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subjectioned organization licreby known as Greater Seminole County Chember of Commerce and meet the requirements as set forth in 24 CPR Part 92 as amended or walved by HUD.

2. APPORDABILITY

The property which is the subject of this Agreement shall remain affordable in eccurdance with COUNTY guidelines for a term as specified in a second mortgage note and doed which shall be in affect until the first of the following events occurs: (1) borrower solls, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankrupney or foreclosure); (2) the borrower no longer occupies the unit at his principal residence; or (3) the berrower dies, or if a married couple, the auraivor

1. REPAYMENTS

REPAYMENTS

The COUNTY shall provide a Deformed Paymani Loan in an amount up to \$10,000.00 at 05 until first of the following events occurs: (1) borrower sells, transfers or disposes of the project up to \$10,000.00 at 05 until first of the following events occurs: (1) borrower sells. the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the horrower to longer exceptes the unit as his principal residence; or (3) the barrower diss, or it a married scupic, the survivor diss.

Uniform administrative requirements

Not applicable as the HOMEBUYER is not a subtecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart P. as follows:

- (a) The HOMBBUYUR(s) have carlined that the property shall be his/her/their principal residence and that, at the time of application and approval, his/har/their annual traoms does not exceed eighty permut (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of seminols County, Fiorids and has an after rehabilitation or pensuruction apprecised value equal to or less than place. five persons (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Creater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in excerdance with the KOME Program requirements and determined the project eligible for funding.

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3. HOUSING AND QUALITY STANDARDS

The property of the time of build computery by the HOMERLYNN shall make flowing Quality Standards (11QS) and the local building codes and regulations of the COUNTY. The COUNTY has imposted the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

Outly at destroys as explaining that even invested education all enter plants in the removement of guidelines at 24 CFR Part 92 Subpart II. The regulations are provided below. Applicable regulations are so horad.

| ۵) | Equal opportunity and fair housing | ☐ Applicable | Nox Applicable (en | es uniti |
|-----|--|-------------------------------------|---|----------------|
| b) | Bavironmental review | Amikable | Not Applicable | |
| c) | Displacement, relocation and acquisition | , | • | |
| | Not Applicable (activity funded is assistance on a newly constructed unit; occurred pursuant to Pederal rules), | downpayment, e therefore no disp | losing cost or imerest decement, relocation as | rele buy-down |
| | Applicable (Activity is downpayment, purchase of an existing unit. Appropring provided/exacuted ensuring that property been voluntarity displaced by choice. | ele achicae have ' | been issued. Cantifica | lion has been |
| 1) | Lead paint | | | : |
| | Applicable (Home built prior to 1976 eviluated for lead-based paint existence.) | , i_sad-based pa | int nutice has been pro | vided and unit |
| | Not Applicable (Unit built during or af | ler 1978.) | | |
| ;) | Conflict of Interest - no conflict found | | | |
| 7 | Disbarment and suspension - not applicable | 3 | | |
| . 4 | Dina i la constitución de la con | | | |

- Plood Insurance
- Executive Order 12372 not applicable. 11)
- APPIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the Ands shall only be used to subsidize a private losn to lower the borrower's monthly mousing costs (Principal, Interest, Taxes and Insurance (PiTI)) and to pay chosing costs and are walk the district several of the personal to the County for the personal personal by a contractor in accordance with the Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Puriter, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other least codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

I. RBVBRSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

Pn:\menus\Vonenrem

7/22/17

EMINOLE CO. F.

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The COUNTY and HOMEDLYING that experient of counts and project described and the countries. In

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3. BHONGSHEVT OF THE AGREDICAT

The four shall be orthogoed by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER in scorping with the forms of this Agreement and the four documents shall be considered a default and appropriate legal coulon taken.

4. Duration of the Agreement

This Agreement shall be in effect well the first of the following events ecours: (1) borrower cells, transfers or disposed of the assisted unit (by, including but on limited to, sale, transfer, benkrupncy or totespanis); (3) the pottom in fewest accribing the mail as six believes to the pottoment of antidies, or if a married couple, the surviver dies, or let a period of an 10 years.

Nather party hereto shall discriminate against any person or group of persons on account of race, and, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, of any set of the COUNTY of the HOMEQUYER shall be deemed or construed by any of the parties hereto, or third persons to erests any relationship of third pany beneficiary, principal of agent. limited or general partnership, joint venture of any association of retenueship involving the COLINTY.

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| LISA KANALLI | | AGELA VELBORN | | |
| | Date: | 5-10-98 | | |
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| by Albert Donald & Angela Welborn | antigod deides we will | 10rh day of Merch | - 1997年二十三 | |
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This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated July 10, 1995, and recorded in Official Records Book 02954, Pages 1618 through and including 1622, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated July 10, 1995, and recorded in the Official Records Book 02954, Pages 1623 through and including 1625, Public Records of Seminole County, Florida, which encumbered the property located at 110 Kelly Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEG LOT 55 MONROE MEADOWS PB 46 PGS 16 & 17 Public Records of Seminole County, Florida

(Parcel Identification: 12-20-30-511-0000-0550)

and also described in Exhibit "A" to the Mortgage as:

Lot 55 MONROE MEADOWS, according to the plat thereof, as recorded in Plat Book 46, pages 16 and 17, Public Records of Seminole County, Florida

(the "Property,") were made by Nicholas D. and Yong H. Defiore, husband and wife, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as

their primary residence or dispose of the Property before July 10, 2000; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced her house within the twenty (20) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage and Note.

The Property, the Owners, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

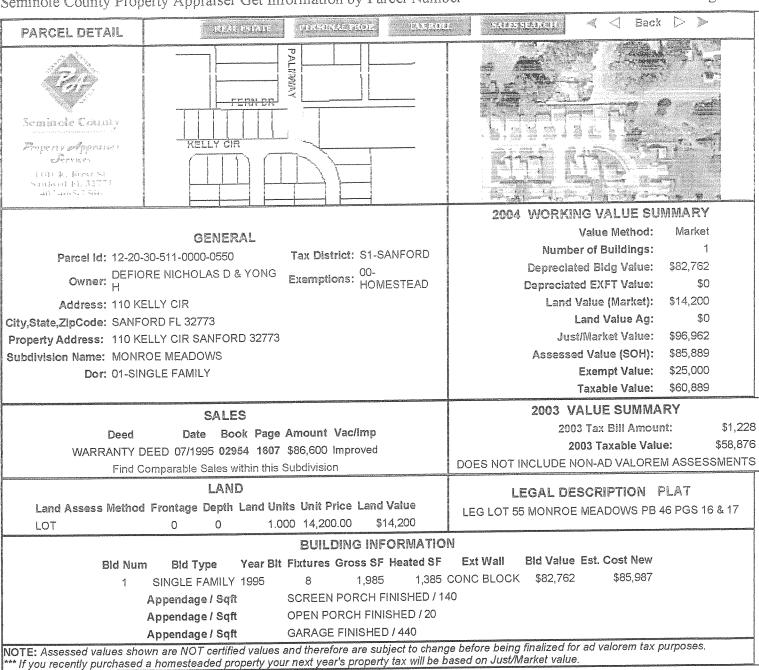
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| ATTEST: | | | | | | COMMISSI FLORIDA | |
| MARYANNE | | By: | DARYL | G. MC | CLAIN, | Chairma | in |
| County Co | the Board of ommissioners of County, Florida. | Date: | S . | | | | |
| of Semino | use and reliance ole County only. as to form and | | the Bo | pard c | of Cou | r execut nty Comm regular | nis- |

legal sufficiency.

Meeting of _____, 2003.

County Attorney P:\Users\CAAS01\Affordable Housing\Satisfaction of Mtg - dwnpymnt assist forgive - no pymnt.doc



BACK PROPERTY APPRAISER CONTACT
HOME PAGE

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Socials Govern Homocomoly Assistance Program



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Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of July 1995 by and between Michaels and Seminole and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Samord, Florida 32771, hereinafter referred to as the "Mortgagee."

"" husabnd and wife
(Whenever used herein the terms of "Mortgagor" and "Mortgagor" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even Jale herewith (\$ 1.000 0.000), hereinafter described, the Mortgage hereby 15 bargains, sells, aliens, premisis, conveys and confirms unto the Mortgagee all the certain 1.4nd of which the Mortgager is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, logelhor with the lenements, hereditaments and appurishances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covernants with the Mortgagor that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has ecod right and lawful euthority to convey said land as aforesaid; that the Mortgagor will make such further essurances to perfect the fee simple title to said land in the Mortgagoe as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomseeven and that said land is free land clear of all encumbrances except;

A valid parchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SEUTIONS 420.513(1) AND 199.185(1)(d), FLORIDA 314.TUTES

CF PHYSIANUAL ANTRON

This instrument was prepared by:

Darlene Divita

Landgaic Title Co of Plorida 1485 S Semoran Blvd Suite 1462 Winter Park, Fl 32792



BOCK PAGE

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NO.895 P.10/16_

Seminde County Franciscounting Assistance Program



ANY DEFAULT in any mergage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute is default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgageo to declare a default. In the event of foreclosure, the Mortgageo reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagos the certain Second Mortgago Not herainather substantially copied or Identified, to-wit:

SEE EXHIBIT "8" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, conditions and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay prompt. When due the principal and interest and other sums of money provided for in so note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, likelities, obligations, and ancumbrances of every nature on said property to permit, commit of suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attempty a fees and title searches, reasonably incurred or paid by the Mertgagoe because of the fallure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any lax, assessment, insurance premium or other sime money payable by virtue of said note and this Second Mortgage, or either, the Mortgages may pay the same, without weiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florids.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the antire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mongage Note attached herate as Exhibit "B" no payments shall be required on the Second Mongage as long as the land remains

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6:40PM OLD REPUBLIC TITLE NO.835 P.11/16 MOV.17.2003

Saminels County Homesonauslip Andrianes Program



P . 0 4

occupied by the Mongagor, and said land is not sold, leasad, rented or subleasad. Should the land remain owner-cocupied and not be rented, leased or subleased for (check applicable) 8 five (6) years, twenty (20) years or thirty (20) years (if used in conjunction with FHA finencing), then this Second Montgage shall be fergiven in full and a release filed in the public records of Seminole County. Florida. Should this aforementioned provision be violated, a default shall be declared, if and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, OF THE SALE, IF THE LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _ X_ FIVE (5) 戸 YEARS, _____TWENTY (20) YEARS OR _____ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the toan amount of) to Mortgagee in full, less any available forgiveness as provided in the recepture provisions of the Federal dollars (\$ regulations in effect at the time of default

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has hareunto signed and sealed these presents the day and year first above written.

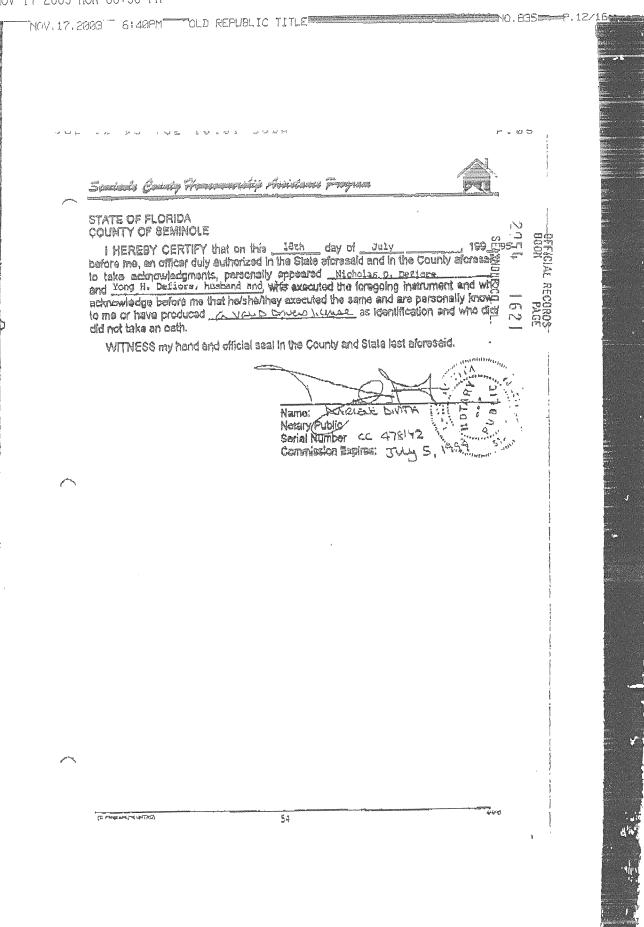
| Devel Al Sun | Jay ton X to Free |
|---------------------------------|-----------------------------|
| Print Name: NICHOLAS D. DEFLORE | Print Name: VONG H. DEETCHS |
| Land Alexander and I wanted | |

WITNESS Print Name:

Print Name:______

Print Name: __

E Esperancias partinos



THUV.17.2003 " 6:41PM OLD REPUBLIC TITLE NO.895 P.13/16.

EXHIBIT "A"

Lot 55, MONROR MRADOWS, according to the plat thereof as recorded in Flat Book 46, pages 16 and 17, Public Records of Seminole County, Plorida,

OFFICIAL RECORDS PAGE 2950 1622 SELIHOLE CO. FL.

100

NOV.17.2003 6:41PM OLD REPUBLIC TITLE

______NO.835___P.14/16

Sendade County Hamonacophia Assistance Program



exhibit "B" Second Mortgage note

AMOUNT: STOOL OL

FOR VALUE RECEIVED, the undersigned (jointly and severally. If more than only promises to pay Seminale County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of the seminary of the united States of America to the County at payable in lawful money of the United States of America to the County at hereafter be datignated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner.

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- C. If the property is sold, leased, transferred or refinanced prior to X five (5) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set furth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Morigage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

(C) price and set (p) (TPO)

56

N.V.17.2003 6:41PM OLD REPUBLIC TITLE

_NO.835____P.15/16

Samuela Candy Homeocomership Assistance Programs



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420,513(1) AND 199,185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

Landsace Title Co of Plorida

1405 S Semoran Blvd Snite 1462

Winter Park, Pl 32792

1. The sale, transfer or refinancing of the subject home and real property, with five (5), hearty (20) or thirty (30) years (as applicable) of execution of this No[6], by maker or maker's successors.

2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.

- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements. is.
- railure to maintain adequate hazard Insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the proper.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth were inabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mongage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be supordinate to a First Mortgage as approved by the County.

This Note is secured by a Mongage on real estate, or even date herewith, made by the maker in favor of the said holder and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mongage are by this reference made a part hereof.

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57

WEST

OLD REPUBLIC TITLE NKW.17.2003 6:41PM

Statute George Processonskip Assistans Dages



P. Q.

Each person liable hereon whether maker or enforcer, hereby waives persontment, protest, notice of protest and notice of dishenor and egrees to pay all costs, including reasonable attempt's feet, whether suit be brought or not, it, after maturity of this Nete or default hareunder, or under said Mongage, counsel shall be employed to collect this Note or to protect the security of said Mongage.

Whanever used herein the term 'holder', 'maker' or 'payee' should be construed in the singular or plural as the context may require or admit.

| in the event of foreclosure, County reset | ives the right of first refusal on the property. |
|--|--|
| IN WITHESS WHEREOF, the said mesa presents the dayand year first ebrain with the said by the bound of the bou | Print Name: Name Cartions |
| Print Name: | SEMINOLE CO. TI |
| Print Name: | RECOR |
| STATE OF FLORIDA COUNTY OF SEMINOLE | S Page |
| to take acknowledgments, personally and Yang it. Deflore, hubband and wit acknowledge before me that heisheither to me or have produced | The executed the foregoing instrument and who respond to the same and are personally known who did the same as identification and the same as identification and the same as identification as identif |

CHINE LICENARY OF

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated January 15, 1998, and recorded in Official Records Book 3357, Pages 0698 through and including 0702, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Note"), dated January 15, 1998, and recorded in the Official Records Book 3357, Pages 0703 through and including 0705, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated December 8, 1997, recorded in Official Records Book 3357, pages 0707 through and including 0709, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2847 Gale Place Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LEG LOT 18 BLK F WOODMERE PARK 2ND REPLAT PB 13 PG 73 Public Records of Seminole County, Florida (Parcel Identification No.: 06-20-31-505-0F00-0180)

and also described in Exhibit "A" to the Mortgage as: LOT 18, BLOCK F WOODMERE PARK 2ND REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") were made by Jeffrey E. Merthie, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property before January 15, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has requested the mortgage to be satisfied on his house within the ten (10) year period but did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

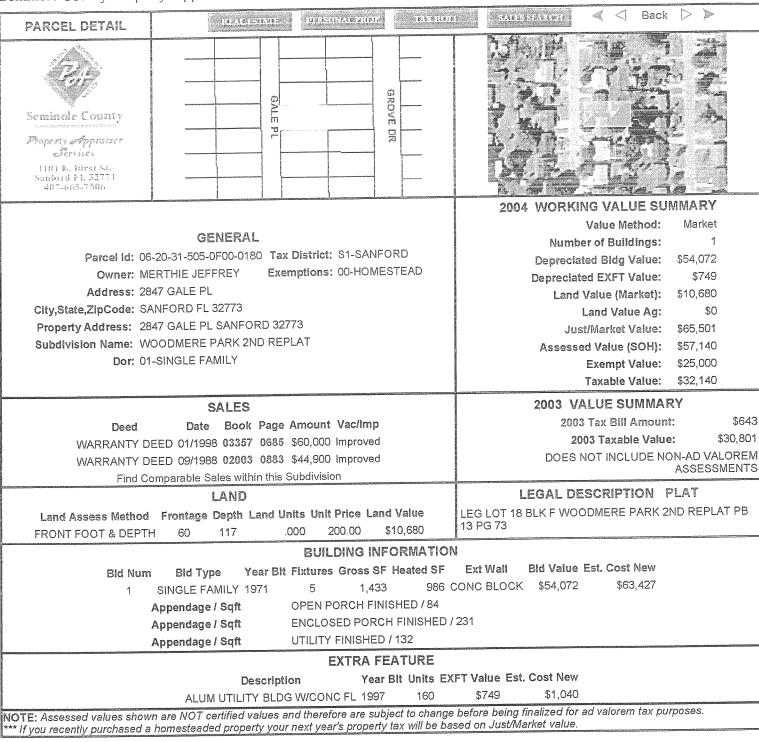
NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| Circuit Court to cancer the | baine of goods. |
|---|--|
| IN WITNESS WHEREOF, Sem be executed this day of _ | ninole County has caused these presents to, 20 |
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | Ву: |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | As authorized for execution by the Board of County Commissioners at their, 20 regular meeting. |
| County Attorney AS/lpk | |

12/9/03

Satisfaction of mortgage-merthie



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the __ 1998 by and between leffrey E. Merthie D day of .IANUARY "Mortgagor" and Seminole County, a political single person, hereinafter referred to the subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

"Mortgagor" and "Mortgagee" (Whenever used herein the terms of include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 420.513(1) AND 199.185(1)(d). TO SECTIONS FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.L.P. HOMEBUYER ASSISTANCE PROGRAM - ATIN: SHARON SELF 4590 S. HWY 17-92 CASSELBERRY, FL 32707

1 of 5

7/74/47 notemit.doc

Description: Seminole,FL Document-Book.Page 3357.698 Page: 1 of 12 -- -

Order: teri-02874 Comment:

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagoe the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee hecause of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hercunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of 5

7/29/97 noteintg.duc

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Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County. Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due violated, a default shall be declared, and the entire amount shall be immediately due violated, a default shall be declared, and the entire amount shall be immediately due violated, a default shall be declared, and the entire amount shall be immediately due violated, a default shall be immediately due violated, and the entire amount shall be immediately due violated, and the entire amount shall be immediately due violated, and the entire amount shall be immediately due violated, and the entire amount shall be immediately due violated, and the entire amount shall be immediately due violated, and particle shall be immediately due violated, and the entire amoun

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

WITNESS: MARK WRIGHT

Print Name:

3 of 5

7/29/97 notemig.doc

| STATE | OF | FL | ORIDA | |
|-------|----|----|---------|---|
| | | | SPMINOL | Z |

I HEREBY CERTIFY that on this _______ day of _______ before me, an officer duly authorized in the State aforesaid and in the County aforesaid who executed the foregoing instrument and who we executed the same and are personally known towns as identification and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid.

Nome: MARK WRIGHT

Notary Public Serial Number

CC 439144 03/02/99

Commission Expires:

Mark Whight My Cummushion & CC-138144 Expires Much 2, 1899 Marke then tody the insulance, the

4 of 5

7/29/97 notemig.doc

SEMINOLE COLFL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 18, BLOCK F WOODMERE PARK 2ND REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

5 of 5

7/29/97 notemig,doc

Description: Seminole,FL Document-Book.Page 3357.698 Page: 5 of 12

Order: teri-02874 Comment:

exhibit "B" SECOND MORTGAGE NOTE

AMOUNT: \$3.500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) S promises to pay Seminole County ("The County"), a political subdivision of the Sate of Three Thousand Five Florida, or order, the manner hereinnster specified, the sum of Hundred dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Lof3

7/29/97

Description: Seminole,FL Document-Book.Page 3357.698 Page: 6 of 12 _---

Order: teri-02874 Comment:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
_AFTER RECORDING RETURN 10:
9_H_1P_HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELECTION SELE

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fuilure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 3

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|---|---|
| protest, notice of protest and notice of reasonable attorney's fees, whether suit or default hereunder, or under said Mor | tker or enforcer, hereby walves persentment, dishenor and agrees to pay all costs, including be brought or not. If, after maturity of this Note transport to collect this cortgage, counsel shall be employed to collect this cortgage. |
| Whenever used herein the term "holder" singular or plural as the context may req | ortgage. ', "maker" or "payee" should be construed in the putre or admit. rves the right of first refusal on the property. |
| in the event of forcelosure. County reser | rves the right of first refusal on the property. |
| IN WITNESS WHEREOF, the said presents the lay and year first above wri | MAINTENANT MEDICAL PROPERTY OF THE PARTY OF |
| Print Name: MARK ARTGHT | Print Name: Julirey E. Merthic 2847 GALE PLACE SANFORD, PLORIDA 32773 |
| Print Name: d SUSTE SMITH | Print Name: |
| Print Name: | Print Name: |
| Print Name: | Print Name: |
| and N/A acknowledge before me that he/she/they to me or have produced did not take an oath. | the State aforesaid and in the County aforesaid |
| | |

Description; Seminole,FL Document-Book.Page 3357.696 Page; 8 of 12 _______

Order: teri-02874 Comment:

SEMINOLE COUNTY HOME PROCKAM

HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s):

JEIPREY MERTHE

Property Address:

2847 CALE PLACE, SANFORD, FL 32773

This Agreement is entered into this STH day of DECEMBER, 19 97, by and between Seminote SEMINOLE CO. County, a political subdivision of the State of Florida, whose address is 1101 East Florida Street, Sanford, Plorida, 32771 (hereinafter "COUNTY") and JEFFREY MERTHIE, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

withesseth:

I. USE OF HOME PUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acis (42 U.S.C. 12701 et seq), as arriended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminale County Chamber of Commerce. and meet the requirements as set forth in 24 CPR Part 92 as amended or waived by HUD.

AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dles.

3. REPAYMENTS

\$3,500.00 at 0% until the The COUNTY shall provide a Deferred Payment Loan in an amount up to first of the following events occurs: (1) borrower sells, transfers or dispuses of the assisted unit (by, including but not limited to, sale, transfer, bankruptey or foreclosure); (2) the horrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Nat applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F. as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Seminale County Chamber of Commerce, has reviewed the household income and properly value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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|--------------|---------|---------|

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12/31/97

Description: Seminole,FL Document-Book.Page 3357.698 Page: 10 of 12

Order: teri-02874 Comment:

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6, HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 6 libusing Quality Standards (HQS) and the focal building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CPR Part 92 Subpart II. The regulations are provided below. Applicable regulations are

Wor Applicable (one unit)

is) Environmental review

Applicable W Not Applicable

c) Dispincement, relocation and acquisition

. Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that properly was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lend paint

Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

Not Applicable (Unit built during or after 1978.)

- e) Conffict of Interest no conffict found
- Disbarment and suspension not applicable
- g) Flood insurance
- h) Executive Order 12372 not applicable.

Appirmative Marketino

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only he used to subsidize a private from to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

I. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

"a:\manusi\homeprgm

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8/6/97

Description: Seminole,FL Document-Book,Page 3357.698 Page: 11 of 12 Order: teri-02874 Comment:

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated February 12, 1998, and recorded in Official Records Book 3371, Pages 1744 through and including 1748, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Note"), dated February 12, 1998, and recorded in the Official Records Book 3371, Pages 1749 through and including 1751, and a Seminole County HOME Program Homebuyer Program Assistance Agreement in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Agreement"), dated January 2, 1998, and recorded Official Records Book 3371, pages 1753 through and including 1755, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1027 Spring Garden Ct., Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LEG LOT 5 BLK F SANDLANDO SPRINGS REPLAT OF TRACT 57 PB 9 PG 49 Public Records of Seminole County, Florida (Parcel Identification No.: 01-21-29-5CK-0F00-0050)

and also described in Exhibit "A" to the Mortgage as: LOT 5, OF BLOCK F, SANLANDO SPRINGS REPLAT OF TRACT 57, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 49, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(the "Property,") were made by Rodrigo Sanchez, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property before February 12, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

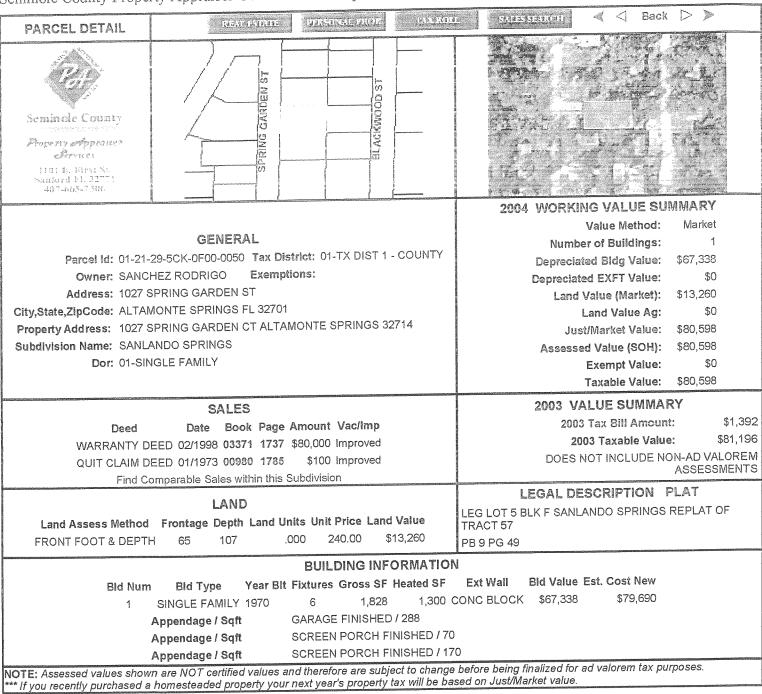
WHEREAS, the Owner has requested the mortgage to be satisfied on his house within the ten (10) year period but did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Seminol be executed this day of | e County has caused these presents to, 20 |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | As authorized for execution by the Board of County Commissioners at their, 20 regular meeting. |
| County Attorney AS/lpk 2/9/03 Satisfaction of mortgage-sanchez | |



BACK PROPERTY APPRAISER CONTACT

Homsownarship Assistance Program 1130088 Prepauted by & vour a vipt ist Southwestern Wille Ou 2250 Javing May First Maithand Pr 22751 (FR (N. Mark)) Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 12TH day of FEBRUARY 1995 by and between Rodrigo Sanchez, single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford. Florida 32771, hereinafter referred to as the "Mortgagee."

"Morigagor" and "Morigagee" (Whenever used herein the terms of include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of "note" include in all the notes herein corporations; and the term described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Now of even date herewith (\$3,5000.00), hereinafter described, the Mongagor hereby grants, bargains. sells, allens, premises, conveys and confirms unto the Mortgages all the certain land of which the Morrgagor is now selzed and in possession situated in Seminole County, Florida, viz.:

SEE EXHIRIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mongagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly spized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Morigagor will make such further assurances to perfect the fee simple title to said land in the Mongagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

RECORDED & A valid purchase money First Mortgage approved by Mortgagee. This instrument was prepared by APTER RECORDED RETURN TO: S.H.I.P. HOMEBUYER ASSISTANCE THIS MORTGACIE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANOIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT VERLEIGH PROGRAM ATTN SHARON SELE ASPOS. HVY 17-92 CASSELANHRY. FL 420.513(1) AND 199.185(1)(d). TO SECTIONS FLORIDA STATUTES 1 of 5 7/29/97

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ANY DEFAULT in any mongage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien forciosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclasure, the Mongages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the tain Second Mortgage Not hereinaler substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the certain Second Mortgage Not hereinalter substantially copied or identified, to-wit-

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mongago, and if not, then this Mongage and the estate hereby created, shall cease, determine and be mill and vold.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and ensumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attempy's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said now and this Second Mongage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mongagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Morigage, or either, the Mongagee may pay the same, without walving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful mie then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covernants of said note and this Second Mongage, are not fully performed, compiled with and shided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mongages, become and be due and payable, anything in said note or herein to the centrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or themaster accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Each person liable hereon whether maker or enforcer, hereby waives personument, protest, motice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit he brought or not, if, after maturity of this Note or default hereunder, or under said Mongage, countel shall be employed to collect this Note or to protect the security of said Mongage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOR, the said Montgagor has hereunto signed and sealed these presents the day and year first above written.

IN WITNESS WHEREOR, the said Mongagor has hereunto signed and scaled these sents the day and year first above written.

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| Print Name: | Print Name: Rodrigo Sanchez |
| Prat Name of COXCELO | Frint Name: |
| Print Name: | Print Name: |
| L. E. Ermold | |
| Print Name: | Print Name: |
| STATE OF FLORIDA COUNTY OF SEMINOLE | |
| I HEREBY CERTIFY that on this | e eloresaid and in the County aforesaid |
| and who acknowledge before me that he/she/they execute to me or have produced CURRENT DRIVERS LI did not take an oath. | excuted the forceoing instrument and who |
| WITNESS my hand and official seal in the C | ounly and State last aforesaid, |
| Nam | e: LYNNEZ ERMOLD |
| Soria | I Number County of the Control of th |
| Anti- | Annual Case and last Last |
| 3 of | 3 |

7/29/97

| | STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 12TH day of FEBRUARY, 199 8 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Separago Sauches and Separago Sauches asknowledge before me that he/ahe/they accouled the foregoing instrument and who seknowledge before me that he/ahe/they accouled the same and are personally known to me or have produced CERRENT DRIVERS LIGENCE as identification and who did not take an oath. WITNESS my hand and official seel in the County and State last aforesaid. | DEFICIAL REC |
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| | Nume: Notary Public Serial Number Commission Expires: Notary Public Notar | one and a second |
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| em e | 4 of 5 7/29/97 Totients,doc | |

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exhibit "A"

LEGAL DESCRIPTION

LOT 5, OF SLOCK F. SANLANDO SPRINGS BEPLAT OF TRACT 57, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9. PAGE 49, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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EXHIBIT "B" SECOND MORTGAGE NOTE

| AMOUNT | . and | MUD UV |
|--------|-------|--------|
| AMUUNT | | SW.W |

FOR VALUE RECEIVED, the undersigned (Jointly and severally, if more than one) amises to pay Seminole County ("The County"), a political subdivision of the Sate of promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner heritation specified, the sum of Three Thousand Five Hundred dollars and 00/100 (33,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 Best Pirat Street Sanford. Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Morigoge secusing sazze shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Morigage. Repayment of this Note shall take place in the following

- A. If a default of the First Mortgage occurs, the Second Mongage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lesse, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Motigage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1 013

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SHILP. HOMEBUYER ASSISTANCE
PROGRAM-ATTN, SHARON SELE
ASSIS.LIS. SHW 1
CASSELBERRY, FI. 32707

SEMINOLE CO. FL

 The sule, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

- Leasing or renting of the property Within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Follure to pay applicable property taxes on subject property and improvements.
- Fallure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Fallure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpild principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpild balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a Pirst Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Should the land remain owner-occupied and not be rented, lessed or subleased for tea (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire arricum shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Rundred dollars and 60/100(\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Morrgage shall be subordinate to a valid purchase money First Morrgage on this lead, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Morigagor has here unto signed and scaled

| these presents the day and year first above w | rliten. |
|--|-----------------------------|
| | Edwise Shorts Co. |
| print wards: Y Y STALEZ | Print Name: Rodrigo Sanchez |
| L. E. Ermold | |
| Prior Name: | Print Name: |
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| Print Name: | Print Name: |
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| Print Name: | Drint Name |

Print Name:

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Prepared by a return to: ist Southwencern Title co

2250 Lucium Way #200

SEMINOLE COUNTY HOME PROGRAM MICLIANS PL 32751 (ANTEN DANA, HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

The second section of the second second

Applicant(s): Rodrigo Sanchez

Properly Address: 1027 Spring Garden Street, Altemente Springs, FL 32701

S This Agreement is entered into this 5th day of January 19 98 by and between Seminoic County, a political subdivision of the State of Florida, whose address is 1101 East Fits Sanford, Florida, 32771 (hereinaliar COUNTY) and Recardo Sanchoz, a single person,

(hereineiter *HOMEBUYER*)

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Alterdable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition ReformAct of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified from buyers with downpayment, closing costs, and/or interest rate buy-down assistance inrough its authorighent organization hereby known as <u>Giraler Seminale County Chamber of Commerce and must the requirements as set forth in 24 CFR Part 82 as amended or waited by HUD.</u>

2. AFFORDABILITY

The property which is the subject of this Agreement shell remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sets, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or forectscure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a mental couple, the survivor

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500,00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or clieposes of the assisted unit (by a including but not limited to, sale, transfer, bankruptcy or foractioner); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a matried couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth In 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have carlified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five persent (65%) (60% when used with SHIP funds) of the median states price of the area. The COUNTY through, Greater Seminole, County Chamber of Commerce, has reviewed his household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding. 20

The HOMEBUYER shell maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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B. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section B Housing Quality Standards (HQB) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shell comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

☐ Applicable ☐ Not Applicable (one unit) a) Equal opportunity and fair housing Displacement, relocation and acquisition

Not Applicable (activity funded is dawnpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition b) Environmental review Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been lesued. Certification has been provided/executed ensuring that property was not occupied by a tenent and that like owner has been valuntarily displaced by chaics. d) Lead paint Applicable (Home built pilor to 1978. Lead-based paint notice has been provided and unit evaluated (or lead-based paint existence.) ☐ Not Applicable (Unit built during or after 1978.)

- e) Conflict of Interest no conflict found
- f) Disbarment and suspension not applicable
- g) Flood insurance
- h) Executive Order 12372 not applicable.
- 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the scilvity (HOMEBUYER program).

- CONDITIONS FOR RELIGIOUS ORGANIZATION
 - Not applicable due to the nature of the activity (HOMEBUYER program).
- 10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrace that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be distursed by the COUNTY at the lims of loan closing.

Should rehabiliation be included in the HOME assistance, the HOMESUYER agrees that any work performed by a contractor in accordance with this Agreement shall be parformed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CPR Part \$2 and Florida Statutes for a period of three (3) years from the end of the affordability lem.

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| ٠, | 4. | ENFORCEMENT OF ILLE AGREEMENT | | ar | | | | |
| * | Falls cons | The loss shall be evidenced by a Promissory No. use by the HCMEBUYER to comply with the terms of aldered a default and appropriate legal action taxes. | | nd the last goonwests shall be walk a wouldeds ou no heads. | | | | |
| | A. | DURATION OF THE AGREEMENT This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, | | | | | | |
| | fora: | This Agreement shall be in effect until the first or sters or disposes of the assisted unit (by, includin closure); (2) the corrowno longer occupies the unit a married couple, the survivor dies, or for a period years, as applicable. | - Lim and and east | Mance: or /3\ the borrower des. | | | | |
| | 5. | OTHER PROVISIONS | | eres in truncas as assembly of yern | | . , | | |
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| | | May Manharis | Gary E. Koise | er, County Manager (1) | | | | |
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